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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The New County Court Judge.

MR. R. H. AMPHLETT, K.C., has been appointed a Judge of County Courts to fill the vacancy created by the death of the Hon. ARTHUR RUSSELL. He was called to the bar in 1871, and is Recorder of Worcester and chairman of the Worcestershire Quarter Sessions.

The late Attorney-General.

IT HAD been feared for some time that the state of Sir JOHN LAWSON WALTON's health might compel him to resign his office at, or soon after, the meeting of Parliament, but the news of his sudden death came as a great shock. When he became Attorney-General we anticipated for him a successful career, and we think that his calm and broad judgment, admirable faculty of lucid exposition, and unusual tact and persuasive power justified the prediction. Unfortunately, however, persistent ill-health marred his success, and the circumstances attending the Trades Disputes Bill of 1906, when the Government, after he had elaborately expounded and defended the limitation originally contained in the Bill, threw him over in deference to the Labour Party, did not tend to increase his influence in the House. People have wondered why he did not resign his position after this rebuff; but it may be taken that satisfactory explanations and apologies were tendered to him. Personally he was a most attractive man, courteous and kindly, with a perfect manner. Those who met him in consultation before he took office will agree that for knowledge of his papers, appreciation of the leading points in the case, and tactful suggestions as to its conduct, he had few equals. The question of who is to succeed him is, if rumour is to be trusted, the subject of something like a battle royal—a very active member of the Cabinet being understood to be using his influence strongly in favour of a compatriot, who has, no doubt, several qualifications for the office.

The Labours of Crown Officers.

THE DEATH of the Attorney-General, two years after his appointment, will probably be attributed in some measure to the heavy duties of his office. But the labours of the Crown officers have been materially diminished since it was arranged, some years ago, that they should take no part in private practice while in the service of the Crown. There is good reason to believe that overwork, both on circuit and in London, had begun to tell on Sir JOHN LAWSON WALTON even before he entered Parliament, and his unhealthy appearance was a source of anxiety to

his friends and a subject of conversation in the profession. In days when the Attorney-General, in addition to his legal and Parliamentary duties, had to struggle with a large private practice, one can only be surprised to hear that he lived through these labours and commenced a new career on the bench. But the path was marked by failures. Those living can remember that Sir WILLIAM FOLLETT died shortly after taking office; that Sir WILLIAM ATHERTON's resignation from ill-health was quickly followed by his death; that Sir HENRY JACKSON and Sir JOHN ROLT broke down soon after leaving the bar for the bench; and that, finally, the career of Sir JOHN KARSLAKE closed soon after his last appointment as Attorney-General. We have reason to know that the regulation against the private practice of the Crown officers was, when it was first introduced, vigorously criticized by influential members of the profession. But this criticism would hardly be persisted in at the present day.

Lord Blackburn and his Practice at the Bar.

IN A PARAGRAPH in one of the Sunday newspapers we read that the test in England of what is a practising barrister has usually been that of a barrister having and using chambers, and not necessarily that he is receiving briefs, as if that test had been applied to "Baron BLACKBURN" the bench would have lost one of its most famous occupants. If these words mean that Mr. Justice (not Baron) BLACKBURN was not in receipt of briefs at the time when he was raised to the bench, we can only say that the statement is wholly inaccurate. Mr. COLIN BLACKBURN had, we believe, very little business on the Northern Circuit, of which he was a member, but he had a fair practice in mercantile causes in London, as can easily be ascertained by any one who refers to the law reports published in the years between 1855 and 1859. In a discussion which took place in the House of Lords upon his appointment to the bench, Lord LYNCHURST described Mr. BLACKBURN as an excellent arguer of a law case. The ex-Chancellor had probably derived his knowledge from a perusal of the reports, as it is difficult to see what opportunities he could ever have had of listening to the arguments which received his commendation. The practice of Mr. BLACKBURN was, of course, less than that of several of his contemporaries who never obtained judicial preferment, and there was a story that a well-known member of the Northern Circuit, who occasionally allowed himself some license of speech—being interrupted by the new judge with the observation, "Mr. —, I remember that in a case in which I was engaged when at the bar"—was ill-natured enough to say in an under-tone, "I have no doubt your lordship recollects all the cases in which you appeared at the bar."

"Goods for Sale or Return."

AN ACTION of much novelty was recently tried by CHANNELL, J., without a jury. It was brought by the plaintiffs, who carried on the business of furriers and milliners, to recover from the defendant and his wife, who occupied a house in Kensington, the value of three sable stoles. It appeared from the evidence of a kitchen-maid employed by the defendants that boxes containing the articles above referred to were brought to the house by a young man, and that she received them. About ten minutes afterwards another man called, and asked for the boxes, saying that there had been a mistake at the shop. This man wore no uniform, and there was nothing to distinguish him as the servant of the plaintiffs. The servant packed up the boxes and returned them to him, without the least suspicion that he was a stranger, or that he had come upon an unlawful errand. The evidence of the lady to whom the boxes were sent (who was one of the defendants), was that she had only ordered hats to be sent to her, but that the plaintiffs had sent the fur stoles in addition to what was ordered. The plaintiffs, on the other hand, said that the lady had expressed a wish to see some stoles which she had described, and that they had accordingly been sent to her. These stoles having been received by the defendants, and never having been returned, the fair inference from the facts would be that there was a conditional sale of goods which was completed by the omission to return them. This ingenious argument was rejected by the learned judge, who came to the conclusion that the articles were sent to the lady in the hope that she might look at, and

ultimately purchase, them. It ought, therefore, to be taken that they were sent at the risk of the plaintiffs, and the defendants were entitled to judgment. A question of some nicety would, we think, have arisen if it had appeared that the defendants had actually ordered the goods to be sent to them "on approval," and that they had been returned to the fraudulent personator before the defendants had had an opportunity of inspecting them. It would then seem that the defendants were bailees of the goods, and only liable for their value if the act of parting with them to a stranger amounted to negligence. Each case would depend upon its particular circumstances, but we have little doubt that a large proportion of domestic servants would have been deceived by the false messenger and would have allowed him to carry away the parcel.

Lloyd's Bonds.

IT IS STATED in one of the financial papers that there has been a rumour that a well-known railway company is borrowing money by the issue of what are known as Lloyd's bonds. This rumour, it appears, is wholly unfounded, but the writer of the article adds that Lloyd's bonds are a convenient way of raising funds without parliamentary sanction. This statement is open to some criticism. A Lloyd's bond, as is well known, is an instrument under the seal of a corporation admitting the indebtedness to a person named therein in a sum specified in the bond and containing a promise by the corporation to that person to repay him that amount on a future day and interest at a fixed rate; the bond taking its name from Mr. J. H. LLOYD, who introduced it. If these bonds are issued merely for the purpose of borrowing money, there can be no doubt that the effect of the Railway Regulation Act, 1844, and the Companies Clauses Act, 1845 (as incorporated in the special Acts of railway companies), is to render the bonds invalid and prevent them from being enforced by the obligees. But these instruments may be useful in a different way. A company which has expended the whole of its capital and reached the extent of its borrowing powers may still incur debts to contractors and others for rolling stock and other articles connected with the equipment of the railway, and the Lloyd's bonds, when handed to the creditors as an acknowledgment of the debts, may be convenient, as pointing to a particular portion of the debt actually due and facilitating an equitable assignment of it. The creditor, notwithstanding the statutes, may recover against the company what is due to him for work done, and the bond enables an assignee of the debt, such as a bank which has made advances to its customer, to stand in the shoes of the creditor. Transactions such as this may add largely to the unfunded debt of the company. But it must always be remembered that if there was never any debt, and the instrument was intended merely for the purpose of borrowing money, and not for meeting a liability, it cannot be regarded as a valid security.

Appointment of Protector of a Settlement.

UNDER THE Fines and Recoveries Act, 1833, a settlor who is creating an estate tail as part of the limitations of a settlement has the option of either allowing the office of protector to go, under section 22, to the owner of the first life estate prior to the estate tail, or of appointing, under section 32, any number of persons *in esse*, not exceeding three, to be protector of the settlement in lieu of the life tenant. Section 32 is not easy to construe, and it is probably due to the fact that this special power of nominating to the office is but rarely used, that there have not been more decisions upon it. But the recent decision of the Court of Appeal in *Re Bayley-Worthington and Cohen's Contract* (1908, 1 Ch. 26) follows that of MALINS, V.C., in *Bell v. Holtby* (L. R. 15 Eq. 178) in holding that, in the absence of a contrary direction in the settlement, the office survives, so that upon the death of two out of three persons specially appointed protector, a consent to the barring of the estate tail can be given by the survivor. In the present case the estate tail was created by will, and the testator, for the purpose, as he stated, of preventing the entail from being barred or destroyed as long as was legally possible, had appointed three persons to be protector, and had expressly excluded the life tenant from acting even during a vacancy in the office. In the case of the death or retirement of any of the persons appointed there was a power to fill the vacancy "to the intent that the full

number of three persons shall and may from time to time fill the said office." NEVILLS, J., held that these words shewed an intention that the office of protector should be exercised by three persons and three persons only, and he held that a disentailing deed executed with the consent of the sole survivor of the three persons appointed as protector in the will was ineffectual; although he admitted, in accordance with *Bell v. Holtby* (*supra*), that in the absence of such intention the office would survive. The Court of Appeal, however, have declined to give this novel effect to a direction that the number of the donees of a power is to be kept up. The power is in its nature one that is capable of surviving, and the direction to fill vacancies is, like a direction to appoint trustees, merely directory. Till the vacancies are filled the survivor is entitled to exercise the office of protector alone, and in the present case, therefore, the estate tail had been effectually barred.

The Torts of the Domestic Cat.

AN INTERESTING attempt to extend the area of the liability of householders was made some days ago in the Westminster County Court in an action for £4 1s. 4d. damages by ROBERT DUTHORNE against SAMUEL FRYER. The plaintiff had a picture gallery at Vigo-street, and on opening it one morning it was found that there were bloodstains on the draperies and chair covers; a hole in the glass in the roof and a strange cat with wounded feet on the premises. It was found that the cat belonged to the defendant, the caretaker at the New Gallery, Regent-street. It was contended on behalf of the plaintiff that the owner of a cat was liable for any damage it committed. The defendant stated that there was no hole in the glass when he was informed of what had happened, and as to the other damage, he expressed willingness to wash the articles, but the plaintiff insisted on having new ones. The judge did not wish it to be understood that he held that the owner of a cat was not responsible for damage done by it, but, on the facts in the case, he found that the plaintiff was not entitled to recover, and we can see no objection to this decision. That the cat was guilty of a trespass in climbing the roof is probable enough, but the law could hardly take any account of the mere trespass, inasmuch as all cats are chartered trespassers. The breaking of the glass, and the quick descent of the animal into the gallery, were no doubt involuntary, inasmuch as the animal had no wish to injure itself. But there are many cases in daily life in which the grievance from the act of strange cats is more evident. It is well known that these animals find their way into the houses and gardens of neighbours, devouring food in the kitchens, destroying birds in their cages, treading down flowers, and committing other depredations. Is the owner of the cat liable in an action by the party aggrieved? In deciding this question some regard must be had to uninterrupted usage and the habits of mankind. Cats have from time immemorial been kept by the majority of Englishmen; it is practically impossible to keep them in close confinement, and although there is no set-off in matters of tort, the neighbour to whom I complain of the trespasses of his cat may often reply that he has suffered from similar trespasses by an animal of which I am the owner. If all these trespasses and petty larcenies are to be brought into the county courts, the business will be so far increased that it may be necessary to add to the roll of judges. We assume, of course, that each householder keeps no more than a reasonable number of cats. We have heard that as many as sixteen have been kept by the occupier of a small house in the suburbs. In such a case there is less difficulty in imagining that there may be a cause of action, though it is probable that the bye-laws of the local authorities give a more summary remedy.

Stealing Pheasants' Eggs.

THERE WERE refreshing reminiscences of old times about the arguments before the Court for the Consideration of Crown Cases Reserved in the recent case of *Rex v. Stride and Another*. The charge was that one defendant did steal 1,000 pheasants' eggs "of the goods and chattels of, and of and belonging to, G.," and that the other defendant did receive the eggs knowing them to have been stolen. Now, whatever the real fact may be, there seems to be a presumption that pheasants are *fera natura*, and that, therefore, they are not the subject of larceny. As to the eggs of wild birds, whether they are game birds or not, it seem

to be the law that there can be no larceny of them from the nest. If the bird is not private property, it seems only reasonable that the egg is not private property. Hence, in *Reg. v. Cox* (1 C. & K. 494), where the prisoner was indicted for stealing "three eggs, of the value of twopence; of the goods and chattels of H.," it was held by TINDAL, C.J., that the indictment was bad in the absence of any statement as to what sort of eggs they were, for "they might have been adder's eggs or some other species not the subject of larceny." Although some doubt as to the correctness of the decision was expressed by POLLOCK, C.B., in *Reg. v. Galleers* (1 Den. 501), it seems difficult to defend the indictment. An indictment should shew with the utmost precision the nature of the crime charged, and whenever the words used are so wide as to include an act which is not indictable, there does seem to be sound ground for objection to the indictment. There can be no doubt that the carcass of a wild animal, or the eggs of a wild bird, may become the subject of larceny by being first reduced into possession. This does not seem to have ever been seriously disputed, but the indictment should shew that the thing stolen in such case had been reduced into possession. And so in the old case of *Rex v. Rough* (2 East. P. C. 607), an indictment for stealing "a pheasant of the goods and chattels of A." was held to be bad. Now, it is quite clear that in the construction of indictments the High Court becomes every year less and less favourable to any interference with the course of justice on the ground of technicalities which have no real merits. An indictment should be drawn so that the accused may know exactly what charge he has to meet. When an indictment satisfies this requirement, in our opinion a conviction thereon should never be set aside. In the light of the old cases it is probable that the judges of the past would not have approved of the indictment in *Rex v. Stride*, as the High Court have just done. We do not think the indictment satisfies the old requirements, and we think it would have been wiser to have inserted words expressly shewing that the eggs had been reduced into possession by the person in whom the property was laid. However, it is hard to see how the accused could be in any way misled as to the nature of the charge against him. An egg wrongfully taken from a pheasant's nest in a wood, it is true, cannot be the subject of larceny; but if it is collected by a gamekeeper and placed in a shed, it is reduced into possession, it is the chattel of the keeper's master, and he who takes it may be indicted for larceny. The mere fact, however, of charging the larceny of so large a number as 1,000 eggs almost implies the collection of the eggs and their reduction into possession. But the indictment did contain words which the court seem to have held to be sufficient to amount to an allegation of ownership. In addition to the ordinary words "of the goods and chattels of G.," there were the words "and of and belonging to G." These words were treated by counsel for the defendant as mere surplusage, and it is difficult to say how they expand the ordinary words or add anything to their meaning. The court, however, were of opinion that they had this effect, and amounted to an allegation of ownership in G. not contained in the ordinary words. Their reasons for this opinion were not given by the judges with any directness—probably from inability so to do. At any rate, the added words shewed the court a way, which they were quick to follow, of avoiding either a miscarriage of justice or the overruling of decisions founded on the ancient principles of the common law.

Estate Duty on Legacies Payable Out of a Mixed Fund.

IT HAS been settled that estate duty in respect of real estate is not a testamentary expense so as to be payable out of a fund which has been appropriated by a will for payment of "testamentary expenses." In the case of personal estate, the estate duty takes the place of probate duty, and the payment of estate duty is as essential in order to obtain probate as was formerly the payment of probate duty. Hence it ranks now, as probate duty formerly did, as a testamentary expense: *Re Clemow* (1900, 2 Ch. 182). But the estate duty on real estate is on a different footing. It is optional with the executor whether he will pay it or no, and since the payment is not essential for obtaining probate, it does not rank as a testamentary expense. Hence, a direction in a will that all testamentary expenses shall be paid out of residuary personality does not throw upon this fund the estate

duty payable on real estate: *Re Sharman* (1901, 2 Ch. 280). Such duty is payable by the persons who take the real estate or its proceeds in proportion to their beneficial interests. Where legacies are charged on the proceeds of sale of real estate, the whole duty must be taken out of the fund, and then it must be deducted rateably from the legacy of each legatee and also from the residue: *Berry v. Gaukroger* (1903, 2 Ch. 116). In *Re Trenchard* (1905, 1 Ch. 82) WARRINGTON, J., suggested that the rule which excludes estate duty on real estate from "testamentary expenses" might not apply in a case where the expenses were directed to be paid out of a mixed fund. "I can see," he said, "a great difference between a direction to pay testamentary expenses out of personalty and a direction to pay them out of a mixed fund. I think an argument may well be founded on that distinction." But the question was not raised in that case, and the learned judge did not decide it. In the recent case of *Re Spencer Cooper* (1908, 1 Ch. 130), however, the argument has been tried, and has failed. A will contained a direction for sale and conversion of real and residuary personal estate, and for payment of testamentary expenses and legacies out of the proceeds. The effect was to make the legacies payable proportionately out of the real and the personal estate, and it was argued that under these circumstances the entire estate duty on the legacies was payable out of the mixed fund. But the nature of the fund out of which testamentary expenses are directed to be paid cannot affect the nature of such expenses themselves. So far as the legacies were payable out of real estate the estate duty was not, according to the above decisions, a testamentary expense, and it did not become so because a particular fund, which included realty and personalty, was made liable to pay testamentary expenses. Hence the legacies had to bear their share of the estate duty on the real estate.

Danger from Ginger Beer Bottles.

ONE of the most recent actions for negligence—*Oldfield v. Moubray & Co. (Limited)*—presented some curious features, though a verdict for the defendants prevented any question of law from being reserved for decision. It was an action by a barmaid against brewers at Grantham for injury sustained by her in her employment through their negligence. She was employed by an innkeeper who retailed ginger beer in glass bottles with marble stoppers, and had been told to take some of these bottles from the stores to the bar. While so engaged, one of the bottles which she was carrying in her right hand burst and injured her head, depriving her of the sight of one eye. It was not disputed that the defendants were the makers of the ginger beer, and that they had supplied it to the inn, but they contended that there had been no breach of duty on their part with regard to the plaintiff. They did not themselves manufacture the bottles, but procured them from well-known dealers, and there was nothing to shew that the ginger beer had not been bottled with due care. The manager of the bottle works stated that all their works had been properly tested, and that he had never known of a similar accident. It appeared, however, that bottles occasionally burst when they were being filled, and that the workmen employed to fill them wore masks and gauntlets. It would be difficult in these circumstances to assign blame to the bottle manufacturers, the brewer and bottler, or the innkeeper, and the jury were probably right in finding a verdict for the defendants. The plaintiff being "a person who worked under a contract of service with an employer," within the meaning of the Workmen's Compensation Act, 1906, would *prima facie* be entitled, irrespective of negligence, to compensation from his employer, but the date of the accident, or some other sufficient reason, may have led to the present action.

A Lessor's Covenant to Pay Land Tax.

UPON THE literal construction of a covenant by a lessor to pay the land tax charged on the demised premises, the lessor would seem to be liable to pay the entire land tax for the time being, notwithstanding that he receives only a ground-rent and that the tax is charged on the improved value of the property. But in a series of cases, including *Watson v. Home* (7 B. & C. 285), a more restricted view has been taken of the lessor's liability, and it has been held that his covenant only extends to so much of the land tax as is charged in respect of the rent reserved to him. In

Watson v. Home the lessor covenanted specifically to pay the land tax "already charged or to be charged" in respect of the demised land. The rent was £79; the value of the land was improved subsequently to the granting of the lease by building, and the land tax was increased as well. "It seems to me," said HOLROYD, J., "that the effect of the covenant in this case is to make the landlord and tenant contribute respectively to the taxes in proportion to the benefit which they receive from the land." The literal correctness of this construction may be doubted, but no question can be made as to its justice, and the Court of Appeal adopted it in the recent case of *Mansfield v. Relf* (1908, 1 K. B. 71). It was objected that in *Watson v. Home* the buildings were erected subsequently to the lease, while in the present case the buildings had already been erected when the lease was granted. But the same objection was taken and overruled in *Smith v. Humble* (15 C. B. 321). The point is not at what date the land was improved, but whether the rent is reserved in respect of the original or the improved value. Where it is reserved in respect of the original value—that is, where it is a ground-rent—the lessor is liable only for a part of the land tax proportionate to the ground-rent, and the lessee pays the rest, notwithstanding the covenant. It seems unfortunate that a similar equitable construction has not been applied in regard to a lessee's covenant to pay "outgoings" or "impositions." If these could have been restricted to the lessee's proper share, many very unsatisfactory decisions on such covenants would have been avoided. Yet in principle the two cases are the same.

The Educational Scheme of the Law Society.

WE ARE informed that lectures and classes for the new term commenced on Wednesday, and will be continued till about the middle of March. The usual subjects are offered for Final and Intermediate students, with the addition of a special course on Negotiable Instruments, by Mr. DUNLOP. Special classes are offered in Mortgages of Land (the Principal), Bills of Sale (Mr. LATTER), and Easements and Profits (Mr. BAYNES). The degree classes in Jurisprudence and Roman Law will be continued from last term.

The Difficulties of a Returning Officer.

A RETURNING officer at an election has, at the best, a somewhat anxious time during the election on account of the importance and responsibility attaching to the exact performance of his statutory duties, the multitudinous details of those duties, the pressure of time at which some of them have to be performed, and the liability of being made respondent to an election petition for any serious mistakes made during the election by him or his subordinates.

A case decided last week by BIGHAM and PHILLIMORE, JJ.—*The Oldham (Clarksfield Ward) Municipal Election Petition* (reported *ante*, p. 192)—has perhaps somewhat added to one of the difficulties he has to encounter, in determining for which candidate a voter has recorded his vote in cases where the voter has not made a cross, and a cross alone, in the part of the ballot paper allotted to the candidate he favours. Where a large majority separates the two candidates, practically little anxiety is caused in the endeavour to arrive at the correct figures, as they matter but little, but where, as happened in this case, the numbers are so close as possibly to be equal, much responsibility and no little anxiety, especially in an important parliamentary election, attaches to his decision on such ballot papers. It must be remembered, too, that everything around him is urging him to a speedy decision, and that practically he has no time for long consideration of any particular papers, and for carefully studying and weighing decisions given by the judges when similar papers have been considered by them on the hearing of election petitions. The question for decision, with regard to a doubtful ballot paper, it is true, will probably be in almost every case one of fact, and therefore to a certain extent he is independent of these decisions; but it is safe to say that no returning officer would venture to ignore them when in point, and it may be said to be his duty to carefully consider them, since in 1876 a Committee of

the House of Commons unanimously recommended that the Home Office should forward to every returning officer the case and judgment in *Woodward v. Sarsons* (L. R. 10 C. P. 733), in which facsimiles of ballot papers decided upon by the court were set out. It is, perhaps, a matter for regret that other decisions have not been similarly circulated, since this case by no means now stands alone in its importance with respect to the duties of returning officers.

In order to make the point of the latest decision clear, it is necessary to bear in mind that under the Ballot Act the returning officer is, *inter alia*, bound to disallow votes recorded on ballot papers if (a) the voter has voted for more candidates than he was entitled to; (b) if the mark or marks are so placed as to make it uncertain for which candidate the voter intended to vote. In the case just decided votes which were objected to by the parties as coming under both of these heads were considered. To take them in order: (a) It is well settled that where there is a mark other than a cross against the name of one candidate it counts as a good vote for him, even though it be somewhat fantastic in shape, provided it appears on the whole to have been the intention of the voter to favour that candidate with his support, and the mark cannot be said to be one by which the voter can be identified. The leading cases on this point are *Woodward v. Sarsons* (*ubi supra*, a municipal election), where Lord COLERIDGE pointed out that the directions on the form of ballot paper contained in Schedule II. to the Ballot Act as to marking the paper with a cross are directory only and need not be exactly followed if substantially obeyed; and *Cirencester* (Parliamentary) (4 O.M. & H. 194), where Mr. Justice HAWKINS expressed the opinion that the Ballot Act should be interpreted liberally, and effect should be given to any mark on the face of the paper which, in the opinion of the court, clearly indicated the intention of the voter to vote, in whatever form that mark appeared, subject, of course, to other objections, such as identification. Where the ballot paper contains two similar marks, one for each candidate, it is apparent that it comes within this class, and is therefore bad. It would seem to follow, therefore, that where there is a cross against one name and a clear mark other than a cross—e.g., a straight stroke—against the other name, the voter has also put himself in this class, since both the cross and the mark, if standing alone, would be good votes. This view was taken in *Buckrose* (Parliamentary) (4 O.M. & H. 111), and probably is the one generally acted upon by returning officers, since illustrations have found their way into most of the text-books on the subject. Some little doubt may be said to have been thrown upon it, however, by some of the decisions on ballot papers in the *Cirencester* petition alluded to above, but it is possible to distinguish the cases, as the marks were generally very vague. In the case decided last week, however, the marks were quite clear and in a more favourable position for the second candidate than in the *Buckrose* case, but Mr. Justice BIGHAM, and, with a little more hesitation, Mr. Justice PHILLIMORE, have declined to follow that case, and have taken the broad view that a cross against the name of one candidate is not defeated by the presence of a mark other than a cross against the name of the other, suggesting that in such cases the latter mark may possibly be taken to be indicative of the voter's intention not to vote for that candidate, merely shewing that his name had been noticed but was not favoured.

There is a good deal to be said in favour of this view, especially since it may be said that the cases within the last ten years display a tendency to count a vote as good wherever it is in any way possible, and this case is, therefore, only a further illustration of that tendency; but it is quite apparent that the returning officer will be somewhat puzzled to know what to do in similar cases now that there is a manifest conflict of cases. Where judges differ on practically similar questions of fact, who shall say which is the right view? And yet the importance of one view being universally adopted is obvious, especially in a keenly-contested general election where the numbers of votes and representatives of parties are running at all close. It is hardly likely that such a question will be decided by the Court of Appeal, since the question is, as Mr. Justice Bigham remarked during the hearing of this case, purely one of fact; and it may be that on such questions no appeal lies, though on questions of law an appeal undoubtedly does lie if the court

gives leave; *Beresford-Hope v. Lady Sandhurst* (23 Q. B. D. 79), *Unwin v. McMullen* (1891, 1 Q. B. 694). Any suggestion by the Home Office is most improbable under the circumstances, and the Ballot Act is hardly likely to be altered by making a cross the obligatory mark and all other marks bad or superfluous, as the case may be. A returning officer, therefore, can only make up his mind beforehand which view he intends to take, and leave it to be upset or supported on a petition claiming a recount. This is fortunately not an expensive way of the candidates finally determining their rights, but yet it is one which ought not to be caused through a doubt as to what course to follow owing to conflicting decisions.

(b) One vote which might possibly have been said to come within this class also occurred in the recent case. The two learned judges, without any hesitation on the part of either, again followed the principle mentioned above and decided that, provided any part of the cross is within the space allotted to one of the candidates and no part comes in that allotted to the other, it is a good vote, even though nearly all the cross, including the intersection, is outside the ruled space altogether and not opposite the name of either candidate. In this case the cross was put above the top line of the space allotted to the candidate first named on the ballot paper, but the two ends of it just crossed that line. No previous reported case exactly on all fours exists, though in three previous petitions (*Berwick*, 3 O.M. & H. 182; *Stepney*, 4 O.M. & H. 37; and *Buckrose*, 4 O.M. & H. 110) votes were held bad when the cross was placed outside and above the ruled space altogether. The nearest case is the *Buckrose* one (*ubi supra*), where the cross was in much the same position, though no part of it actually touched the top line. In future it may be presumed that returning officers will be guided in this respect by the decision in the recent case, and if on the whole it can be thought that the voter intended to vote for either candidate, but through short-sightedness or some other ailment made his mark just above or below the ruled space allotted to the top or bottom candidate, it will be held to be a good vote for that candidate.

Where the mark is opposite the name, but outside the ruled space, it is now clear from the recent decision in the *Pontardawe* case (Rural District Council) (23 Times L. R. 538) that the vote is good. It may perhaps here be suggested that there should be no margin outside the ruled spaces on the ballot paper, right or left, or at the bottom of the paper. At the top there must presumably still remain an unruled space for the words "Form of Ballot Paper," which occur in the form of ballot paper given in Schedule II. of the Ballot Act, but if this is not absolutely essential, no margin whatever outside the ruled spaces should be allowed.

The Small Holdings and Allotment Act, 1907.

THE Small Holdings and Allotment Act of last session, which came into operation on the 1st inst., is intended to infuse fresh vitality into the schemes for making agricultural land available for actual cultivators, which are already incorporated in the Small Holdings Act, 1892, and the Allotments Acts, 1887 and 1890; and, in order to understand its effect, a short review of the earlier statutes is necessary.

The Allotments Act, 1897, imposed upon sanitary authorities of urban and rural districts (now district councils), when set in motion by a representation in writing by six resident parliamentary electors or ratepayers, the duty of inquiring as to the existence of a demand in the district, or in any parish in a rural district, for allotments for the labouring population. If there was such a demand, and if suitable allotments could not be obtained at a reasonable rent and on reasonable conditions by voluntary arrangement between landowners and the applicants for allotments, then the sanitary authority were by purchase or hire to acquire any suitable land which might be available, and to let it in allotments to persons belonging to the labouring population resident in the district or parish: section 2 (1). But a sanitary authority were not to acquire land save at such price or rent as to cover all expenses, except expenses incurred in making roads to be used by the public. Section 3

incorporated the clauses of the Lands Clauses Act, 1845, except the compulsory clauses. If suitable land could not be obtained by agreement, the sanitary authority might petition the county authority, and the county authority might thereupon put the compulsory clauses of the Act of 1845 into operation by means of a provisional order to be confirmed by statute. The sanitary authority might improve any land thus acquired by them and adapt it for letting in allotments by draining, fencing, making roads, &c. (section 5), and might make regulations (subject to confirmation by the Local Government Board) for letting the allotments and might appoint allotment managers (section 6). Section 7 required that the rents should be fixed so as to ensure the sanitary authority against loss; that an allotment should not exceed one acre, and should not be sublet; and that no building other than a toolhouse, shed, greenhouse, fowhouse, or pigsty should be erected on an allotment. Section 9 provided for the election of allotment managers for a parish by the Parliamentary electors of the parish; and section 10 regulated the defraying of expenses and the application of receipts.

The Act of 1887 contemplated that sanitary local authorities would perform the duties imposed upon them, and it made no provision for default. This omission was supplied by the Act of 1890, which enabled persons who could make a representation to the sanitary authority, in the event of default by that authority, to petition the county council to put the Act of 1887 into force. For the purpose of the duty thus imposed on county councils a standing committee of the county council was to be appointed. If the county council were satisfied upon a local inquiry that land for allotments ought to be acquired, and if they passed a resolution to that effect, then the powers and duties of the sanitary authority under the Act of 1887, in respect of the district or parish, were transferred to the county council, but the county council might delegate to the sanitary authority the details of management. When parish councils were introduced by the Local Government Act, 1894, the initiative in respect of procuring allotments was imposed on this new body by section 6 (3), and under section 9 the parish council might put the county council in motion to obtain land for allotments compulsorily, with a right of appeal against a refusal by the county council to the Local Government Board, and a like appeal was given to a district council where the petition to the county council had been made by such body. Section 10 gave the parish council power to hire land for allotments, with a right to resort to the county council, if necessary, for compulsory hiring.

The Small Holdings Act, 1892, imposed the duty of providing small holdings upon the county councils. A small holding was defined as land acquired under the Act which exceeded one acre, and either did not exceed fifty acres, or, if exceeding fifty acres, was of an annual value, for income tax purposes, not exceeding £50. Where a county council were of opinion that there was such a demand for small holdings in their county as justified them in putting the Act into operation, they might acquire any suitable land for the purpose of providing small holdings for persons who desired to buy and would themselves cultivate the holdings (section 1); or where, owing to the land having a prospective value as building land or otherwise, it was unsuitable for purchase for agricultural purposes, the county council might hire it (section 2). The voluntary part of the Lands Clauses Act, 1845, was incorporated, but no provision was made for the compulsory taking of land. The county council might adapt land for small holdings and erect buildings (section 3), and where applicants were unable to buy, or where the land had been acquired by the county council on lease, the council might let it in holdings not exceeding fifteen acres (section 4 (2)). By section 4 (3) the county council might sell or let one or more small holdings to a number of persons working on a co-operative system, provided the system was approved by the county council. County councils were to appoint committees to consider whether the Act should be put in force, and any one or more county electors might petition the county council, alleging that there was a demand for small holdings, and praying that the Act might be put in operation (section 5). Section 6 provided for payment of the purchase-money for small holdings sold by the county council, and section 9 regulated the conditions of tenure for twenty years from the sale and thereafter till the purchase-money

was fully paid. These included conditions against subdividing and letting, and against the erection of more than one dwelling-house on any holding. Section 16 provided for the management of holdings by a committee of the county council. Section 18 prohibited a county council from acquiring land on such terms as would result in a loss, and the expense of proceedings under the Act were not to exceed a rate of a penny in the pound.

The above is the general scheme of the Allotment Acts, 1887 and 1890, and the Small Holdings Act, 1892. The Act of 1907 repeals some of the sections, but the repeal in general affects only the mode of putting the powers of the statutes into operation and the compulsory acquisition of land. Very many of the provisions remain untouched and it will be necessary to read the earlier Acts in connection with the recent Act. The Act of 1907 consists of Part I., Small Holdings; Part II., Allotments; and Part III., General. There are two Schedules, the first containing provisions as to the compulsory purchase and hiring of land by a council, and the second specifying the parts of the statutes above referred to which are repealed.

Small Holdings Commissioners.—As regards small holdings, the leading change is the creation of officials whose business it will be to inquire into the demand for such holdings and, through the Board of Agriculture, to put the county councils into motion. Where the county councils are inert the board will act for them. The board are to appoint two or more persons, possessed of a knowledge of agriculture, to be Small Holdings Commissioners (section 1). Section 2 provides that the commissioners, acting under the direction of the board, shall ascertain the extent to which there is a demand for small holdings in the several counties, or would be a demand if suitable land were available, and the extent to which it is reasonably practicable, having regard to the provisions of the Small Holdings Act, 1892, to satisfy any such demand. For this purpose the commissioners will confer with the county councils, and may co-operate with such other authorities, associations, and persons as they think best qualified to assist them, and take such other steps as they think necessary. The county and other councils, on their side, may make representations on these matters to the Board of Agriculture, and they are to furnish the commissioners with such information and give them such other assistance as they may reasonably require. The commissioners will report to the Board of Agriculture, and will state whether it is desirable that a small holdings scheme should be made for the county and will indicate the nature of the proposals which should be embodied in the scheme. If in the course of their inquiries the commissioners receive any information as to the existence of a demand for allotments, they are to communicate the information to the county councils and other councils concerned. Under section 3, if the Board of Agriculture, after considering the report of the commissioners and any representation from the councils, are of opinion that a scheme should be made, they are to give the county council the opportunity of preparing a draft scheme. In preparing the draft the council must have regard to the proposals (if any) of the commissioners indicated in their report. The county council may also prepare draft schemes on their own initiative, but if they decline to frame a scheme after request by the board, or fail to prepare it within six months, the board may direct the commissioners to prepare a scheme. A draft scheme must specify (a) the localities in which land is to be acquired for small holdings; (b) the approximate quantity of land, and the number, nature, and size of small holdings to be provided; (c) the grazing or other similar rights to be acquired; and (d) the time within which the scheme is to be carried into effect. Schemes may be made affecting two or more counties. Provision is made for the publication and advertising of draft schemes, and for the consideration of schemes and objections thereto by the board, and public local inquiries may be held. Ultimately the board will either settle and confirm the scheme, with or without modification, or will annul the scheme (section 4). If a scheme is made, it will be the duty of the county council to carry it into effect, and, in default, the board must direct the commissioners to do so. If such an order is made the commissioners will have for the purpose all the powers of a county council in relation to small holdings under the Small Holdings Acts of 1892 and 1907. Any expenses so incurred by

them must be repaid by the council in default, and will be recoverable as a debt due to the Crown. Sums received by the commissioners in respect of any land acquired will be paid to the council. Orders made by the board directing the commissioners to carry a scheme into effect are to be laid before Parliament.

The remainder of Part I. consists of amendments of the Small Holdings Act, 1892. These, as well as the amendments as regards allotments and the general provisions, we must reserve for a further article. After these have been considered it will also be convenient, in conclusion, to state shortly the nature of the facilities for obtaining small holdings and allotments as they now exist under the various statutes. Having regard to the extent to which the earlier statutes have been altered, and to the variety in the different local authorities concerned, the subject promises to become one of no little complication. An example of this is afforded by the doubt raised by a correspondent recently (*ante*, p. 170), whether, on the existing statutes, a county council have power to let a small holding to an individual, or whether their power is not confined to letting to co-operators. It might have been foreseen that the mode in which the Act of 1892 has been dealt with would lead to difficult questions of construction.

Twenty Years' Enjoyment of Light.

In our remarks on this subject (52 SOLICITORS' JOURNAL, 142) we restricted ourselves to a discussion of the right to light in so far as a claim thereto was based on the Prescription Act, 1832. It remains to consider whether a right to light can be established apart from that Act.

At common law the plaintiff had to shew that he had enjoyed the right to light "during legal memory," the commencement of which was fixed by the Statute of Westminster 2, c. 46, at the coronation of King RICHARD I., but the courts accepted proof of enjoyment during living memory (that is, so far as living witnesses could speak) as raising a presumption of an enjoyment during legal memory. But as the defendant, by proving that at any time since the reign of RICHARD I. the right did not exist, or that there had been unity of ownership, could rebut this presumption, the courts invented the fiction of a lost grant. The presumption was of a grant of the right by the owner of the inheritance of the servient tenement to the owner of the inheritance of the dominant tenement, and the presumption was not made unless the presumed grantor was capable of making the grant: *Daniel v. North* (1809, 11 East, 372), *Barker v. Richardson* (4 B. & Ald. 579). The presumption was made upon proof of twenty years' enjoyment, and gave a good title to the right against all the world: *Bright v. Walker* (1 Cr. M. & R. 211). The twenty years was a period in gross.

The Prescription Act, 1832, was passed in consequence of the recommendations of the Real Property Commissioners, and by fixing a definite period *ante litem motam* for the proof of enjoyment of the right, and upon proof of such enjoyment making the right absolute and undefeasible, the intention was to shorten the period of legal memory and to render unnecessary the pleading of a lost grant: see Recommendation of Commissioners, First Report, p. 51.

There is nothing new in the decision in *Hyman v. Van de Bergh* (52 SOLICITORS' JOURNAL, 40, 114; 1907, 2 Ch. 516), so far as it decides that the period of enjoyment must be twenty years before action: see *Cooper v. Hubback* (1862, 12 C. B. N. S. 456). What is new in that decision is that an acknowledgment by the tenant of the dominant tenement before action brought is sufficient to destroy the rights (except, perhaps, the right to re-enter where the lease contains a covenant to yield up the demised premises with the appurtenances) of the freeholder; but the decision has no application to the right of a freeholder under a presumed grant, and it is difficult to see why the plaintiff in *Hyman v. Van de Bergh* did not elect to avail herself of the alternative plea: see R. S. C., ord. 28, r. 1. A right under a presumed grant can surely be asserted at any time after the twenty years has once run, and the subsequent giving of an acknowledgment by the tenant can at most bind only the rights of the tenant during his term.

It has long ago been held that the Prescription Act, 1832, does

not take away any of the modes of claiming easements which existed before its passing: *Aynsley v. Glover* (1875, 10 Ch. 283), and it is difficult to conceive that the courts could at this time of day refuse to recognize the fiction of a lost grant. It must be remembered, however, that no presumption of a lost grant would be made in the case of two lessees holding under a common landlord: *Morgan v. Fear* (1907, A. C. 425).

Reviews.

Income Tax.

THE ACTS RELATING TO THE INCOME TAX. By the late STEPHEN DOWELL, M.A. SIXTH EDITION, REVISED, ALTERED, AND CONSIDERABLY ENLARGED; WITH COMPLETE NOTES, CROSS-REFERENCES, SUMMARIES OF STATUTORY PROVISIONS, DECISIONS AND SECTIONS ON GROWN LAW AND PROCEDURE AFFECTING THE REVENUE. By JOHN EDWIN PIPER, LL.B. (Lond.), Barrister-at-Law, Assistant Solicitor of Inland Revenue. Butterworth & Co.

The application of the Income Tax Acts is, as the reports frequently shew, attended with no slight difficulty, and an immense mass of case law has accumulated upon some of the provisions of the Acts of 1842 and 1853. When in Schedule D in section 2 of the Act of 1853 the Legislature taxed the profits or gains accruing to persons residing in the United Kingdom from any trade, whether carried on in the United Kingdom or elsewhere, the trouble which would arise in determining the place of residence of a company was not foreseen, and it has had to be overcome by a series of cases of which *De Beers Consolidated Mines v. Howe* (1906, A. C. 455) is one of the latest. These cases Mr. Piper has conveniently collected and summarized at pp. 172 and 342. Another matter of considerable practical importance is the deduction of income tax on payment of interest—a deduction which is authorized by section 40 of the Act of 1853. But as this is confined to "yearly interest," it is not allowed in the case of short loans (*Goslings & Sharpe v. Blake*, 23 Q. B. D. 324), a distinction which seems not to be justifiable as a matter of principle. Strictly, also, interest on short loans is not allowed to be deducted in estimating profits (*Anglo-Continental Guano Co. v. Bell*, 70 L. T. 670); but in many businesses this in fact ranks as an expense necessary for earning profits, and the deduction, as Mr. Piper points out, is in practice allowed, notwithstanding that decision. This edition of Dowell has been carefully revised and brought up to date, and it furnishes reliable guidance on a particularly thorny subject.

The Law of Building.

THE LAW OF BUILDING AND DILAPIDATIONS. By ERNEST TODD, Barrister-at-Law. Eyre & Spottiswoode.

The object of this book is to work out in detail the terms of such contracts as are usual in relating to building, notably the form of agreement and schedule of conditions issued by the Institute of British Architects. The various forms of contract, and also a form of building lease, are given in the Appendix, and their natures are explained in Chapter I. The form of lease is not given in paragraphs, and hence any draftsman who uses it ought to recast it so as to produce a draft in a modern and convenient form. Some useful remarks are made upon the security which the owner of the land obtains for advances made by him to the builder, and in particular in regard to the precautions to be taken with respect to materials brought upon the land. The cases on the validity of this security are usefully stated at pp. 12 to 15. Chapters II. and III. deal with variations and extras, and with specifications and bills of quantities, and Chapter IV. with the powers and duties of the architect. This last chapter includes an explanation of the provisions of the Prevention of Corruption Act, 1906, and a warning against the acceptance of a percentage from the contractor. The question of penalties for delay is important in building contracts, and the cases on penalties and liquidated damages are stated in Chapter V. at pp. 70-71. Chapter VIII. deals with dilapidations—a matter which requires practical knowledge as well as knowledge of the legal effect of covenants to repair—and the cases on covenants to repair and to leave in repair, and on fixtures, are very conveniently summarized and practical comments added. Arbitration is explained and the procedure stated in Chapter IX. In addition to the forms already mentioned the appendix contains the statutory provisions relating to building in London, and other useful matter. The work should prove serviceable to architects and builders as well as to lawyers.

Books of the Week.

Local Government Law and Legislation for 1907, containing the Statutes of the Session, Annotated and Explained, Digest of all Cases decided in the Courts during the year ended the 30th of September,

1907, and the Circulars, Orders, and other Official Information relating to the Jurisdiction of Local Authorities Issued during the Same Period. Arranged and Edited by W. H. DUMSDAY, Barrister-at-Law. Hadden, Best, & Co.

The Law Quarterly Review: January, 1908. Edited by Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. Stevens & Sons (Limited).

The Legal Liability of the Architect. A Paper read before the Society of Architects. By A. MONTEFIORE BRICE, Barrister-at-Law. Sweet & Maxwell (Limited).

Correspondence.

The "Judge in Chambers" in the King's Bench Division.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Cannot something be done to save the great waste of time to barristers, solicitors, and their clerks on the hearing of summonses?

For instance, on Thursday last the judge had eighteen or nineteen cases for counsel at "eleven" o'clock. As I was there most of the time, and was taken last—at 5.45—I observed that many of the cases took half-an-hour, some three-quarters, and one or two nearly an hour. There were five or six cases for twelve, which were not heard—alas! for the parties.

Surely the lists could be split up, as on the "Chancery side," say, for eleven, eleven-thirty, and so on for every half-hour or hour until four o'clock, and this would enable the profession to judge when their cases would be likely to be reached.

I am informed that for the last week the judge has been sitting until six o'clock. I do not apprehend the quickest judge could dispose of eighteen cases with counsel in an hour.

A SOLICITOR'S MANAGING CLERK OF FORTY YEARS' STANDING.

Jan. 20.

Portraits in the Law Society's Hall.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I am sorry to see the suggestion made by "An Old Member" who refrains from giving his name. His proposal is extremely offensive, and I hope it will not be entertained.

EDWARD H. QUICKE.

11, Milk-street-buildings, Cheapside, Jan. 21.

New Orders, &c.

County Court Fees.

RULES PUBLICATION ACT, 1893.

The Lords Commissioners of His Majesty's Treasury hereby give notice of their proposal to issue a new order, as hereunder, amending the Order of the 30th of December, 1903, regulating Court Fees in County Courts, and they hereby certify that on account of urgency such Order should come into immediate operation as a Provisional Order.

"The fees prescribed by the following paragraphs for proceedings under the Workmen's Compensation Act, 1906, and the Workmen's Compensation Rules, 1907, shall be payable in respect of similar proceedings under the Workmen's Compensation Acts, 1897 and 1900, and the Workmen's Compensation Rules, 1898 to 1900, where the accident happened before the commencement of the Workmen's Compensation Act 1906, viz:—

SCHEDULE A.

Paragraph 46 (a)

SCHEDULE B.—Part 1.

Registrar's Fees—

Paragraph 8.

Paragraph 9.

Paragraph 26. Sections 5, 12, 16, 17, 18, 19, 20, 21 and 22.

High Bailiff's Fees—

Paragraph 42B."

Treasury, January 17, 1908.

Speaking of the late Attorney-General, Mr. Justice Grantham said, on Monday, that he was able to speak with sincerity and knowledge of Sir John's career because he was on the same circuit when Sir John went as junior, and again on the same circuit when he went as Queen's Counsel. Whether it was on circuit, where he was so well known, or in London, there was no member of the bar who was more highly respected amongst his brethren or by the public than Sir John.

CASES OF THE WEEK.

High Court—King's Bench Division.

R. v. BARTHOLOMEW. C.C.R. 11th Jan.

CRIMINAL LAW—COMMON NUISANCE—OBSTRUCTION ON HIGHWAY—FINDING THERE WAS AN OBSTRUCTION WHICH DID NOT APPRECIABLY INTERFERE WITH TRAFFIC IN STREET.

The defendant was indicted for a common nuisance by placing and keeping a coffee-stall on a public carriage-way, and so obstructing the same. The jury returned a special verdict, finding that the coffee-stall was an obstruction, but that it did not appreciably interfere with traffic in the street.

Held, that, on this special finding, as it stood, the judge ought not to have entered a verdict of guilty against the defendant.

Case stated by Jelf, J. The defendant was indicted before Jelf, J., at Reading Assizes, on the 14th of October, 1907, for a common nuisance, by placing and keeping a coffee-stall on a public carriage-way, and so obstructing the same. He was convicted, fined the sum of 1s., and ordered to remove the obstruction within three months; but the learned judge stated the following case for the consideration of the Court for Crown Cases Reserved: By par. 1 to 3 it appeared that defendant was the hon. sec. and treasurer of the Reading Branch of the Church of England Temperance Society, and that by a written agreement dated 7th of July, 1904, made between the Corporation of Reading and that society by their secretary, the corporation purported to consent to the erection of a coffee-stall in a street known as St. Mary's Butts, in a position to be approved by their surveyor. But it was not contended that the corporation had any legal power to make such an agreement as aforesaid or to authorize any such obstruction or any public nuisance in any of the streets of Reading. The case continued: "4. Under this so-called agreement the coffee-stall in question was erected by the society and the defendant in 1904, nearly in the middle of St. Mary's Butts, which had been for many years, and still was and is, one of the main public streets of Reading, and has been maintained by them there as a permanent structure day and night ever since. 5. The map annexed hereto shows the coffee-stall and its exact position in the street, standing in a space between a public convenience and a fountain, with correct dimensions, and it is thereon coloured red." (The map referred to in paragraph 5 showed that the street called St. Mary's Butts was, at the part where the coffee-stall was placed, about 70 ft. wide, and also had a footpath on each side. The coffee-stall, which measured when closed 11 ft. by 5 ft. 6 in., was almost in the middle of the street. As a person proceeded along the street he would come first of all to a public convenience in the middle of the street, and then about 45 ft. further on to the coffee-stall, and then to a fountain, which was also in the middle of the street and about 18 ft. from the coffee-stall.) "6. It has four small wheels, which are chained together, three of them being partly embedded in the roadway, and one is fixed to a wooden block driven into the roadway. A supply of gas and water is laid on to it from the roadway. It is assessed to rates at £32 a year, and the defendant has paid the rates as they became due. When open the structure, by means of flaps, extends towards the pavement on each side of the street, and also towards the 'public convenience,' 3 ft. beyond the dimensions shown in the said map. . . . 8. Witnesses for the prosecution testified that the coffee-stall created an obstruction to the street, that vehicles had to deviate from their course and be driven round it, other vehicles being consequently kept standing in the street, sometimes eight or nine at a time, that as a daily occurrence a block was caused and inconvenience to individuals. Moreover, the part of the highway covered by the coffee-stall itself could not be used at all by the public to pass and repass. 9. Witnesses for the defence, on the contrary, including the chief constable of the borough and the chairman of the highways committee of the corporation, gave evidence that the coffee-stall created no appreciable obstruction to the traffic; that there had been no complaints by the public, and that there was plenty of room for vehicles to pass on either side of the alleged obstruction. 10. I was of opinion on principle and on the authority of R. v. United Kingdom Electric Telegraph Co. (1862, 10 W. R. 538, 31 L. J. M. C. 166) that the coffee-stall was *ipso facto* an obstruction and a public nuisance, that any member of the public might complain of it, and that it was no answer to say that enough room for traffic was left. 11. But, among others, the case of R. v. Lepine (1866, 15 W. R. 45, 15 L. T. N. S. 158) was relied on on behalf of the defendant, and although I thought the facts of that case were imperfectly reported, and that notwithstanding the apparent magnitude of the obstruction there treated as inappreciable, the decision could only be supported by inferring the space occupied to be a strip of infinitesimal width spread along the side of the road and by applying the principle *de minimis non curat lex* (which could not be applied to a space occupied here by the coffee-stall in the middle of a public street), I considered it safer to take the opinion of the jury. 12. The jury returned a special verdict finding that the coffee-stall was an obstruction, but that it did not appreciably interfere with the traffic in the street. 13. Whereupon I directed a verdict of guilty to be entered, and, as before mentioned, sentenced the defendant to pay a fine of 1s. and to remove the obstruction within three months, but consented to state this case for the opinion of the court. 14. The question is whether my direction was right or wrong. . . .

Lord ALVERSTON, C.J.—This case does not come before us in a very

satisfactory way, by reason of the way in which the jury have returned their verdict [see par. 12 of the case]. In my opinion the jury ought to have been asked a further question as to what was the meaning of their verdict. The offence charged in the indictment was for obstruction to a highway so that subjects of the King were delayed in passing along it. The jury might have meant to find that there was an appreciable obstruction—that is, that there was no appreciable obstruction to those passing along or across the street. In *R. v. Ward* (1836, 4 A. & E., at p. 387), Lord Denman declined to accept the verdict of the jury that the word "impediment" was necessarily the same as a nuisance. I do not think this finding of the jury was sufficient to enable the judge to convict the defendant of committing a nuisance. [The learned judge referred to the cases of *R. v. Lepins* (1866, 15 W. R. 45, 15 L. T. N. S. 158) and *R. v. United Kingdom Electric Telegraph Co.* (1862, 10 W. R. 538, 31 L. J. M. C. 166).] There should have been a finding by the jury that the obstruction amounted to a nuisance, and in my opinion there was no such finding here. The conviction, therefore, must be quashed.

The other learned judges concurred, CHANNELL, J., saying that the verdict was ambiguous; it might mean that there was a nuisance, or it might mean that there was no nuisance. Therefore, the verdict of guilty could not be sustained. — COUNSEL, *Acland, K.C.*, and *A. J. David; Powell, K.C.*, and *R. Coventry*. SOLICITORS, *Rooke & Sons, for Brain & Brain, Reading; Rawle, Johnstone, & Co., for Blandy & Chambers, Reading.*

[Reported by C. G. MORAN, Barrister-at-Law.]

R. v. STRIDE AND MILLARD. C.C.R. 11th and 14th Jan.

CRIMINAL LAW—LARCENY—STEARING PHEASANTS' EGGS WHICH HAVE BEEN COLLECTED—INDICTMENT, WHAT MUST SHEW—COUNT FOR RECEIVING—FORM OF—LARCENY ACT, 1861 (24 & 25 VICT. c. 96), s. 91.

In a count for receiving under section 91 of the Larceny Act, 1861, it is unnecessary to state that the stealing of the article received amounts to a felony at common law or under the Larceny Act, 1861.

An indictment charging that the defendant, then being servant to Sir W. G., "one thousand pheasants' eggs of the goods and chattels of and of belonging to" Sir W. G., his master, "feloniously did steal, take, and carry away against," &c., charges larceny, as it sufficiently shews that the offence alleged is that of taking eggs which have been collected or reduced into possession.

Rex v. Routh (East P. C., c. xvi, s. 41) distinguished.

Case stated by Grantham, J. The defendants were indicted on an indictment of which the first count was: "The jurors, &c., present that Herbert Wyndham Stride, on the eighth day of May, 1906, then being servant to one, Sir Walter Gilbey, Baronet, one thousand pheasants' eggs of the goods and chattels of and of and belonging to the said Sir Walter Gilbey, his master, feloniously did steal, take and carry away against, &c." By the second count, the jurors "further present that the said Herbert Wyndham Stride and one Frederick William Millard afterwards, to wit on the day and in the year aforesaid, the said one thousand pheasants' eggs of the goods and chattels of and of and belonging to the said Sir Walter Gilbey, before then feloniously stolen, taken and carried away, feloniously did receive and have, they, the said Herbert William Stride and the said Frederick William Millard at the time when they so received the said one thousand pheasants' eggs as aforesaid then well knowing the same to have been feloniously stolen, taken and carried away against the form of the statute, &c." Both defendants were convicted and sentenced to twelve months' imprisonment with hard labour, but the learned judge stated a case on points raised by the defendants' counsel at the conclusion of the evidence for the prosecution, and on motion for arrest of judgment. The questions for the opinion of the court were: (1) Whether there was any evidence proper to be left to the jury that the one thousand pheasants' eggs which formed the subject of the indictment were stolen or were the property of Sir Walter Gilbey at the time of the larceny charged in the indictment? (2) Whether the indictment was bad on the ground that the pheasants' eggs are *ferre nature*, and the indictment did not shew that the pheasants' eggs which formed the subject of the indictment had ever been reduced into possession? (3) Whether the second count of the indictment was bad in that it did not set out all the necessary ingredients of the statutory offence created by section 91 of the Larceny Act, 1861? This report does not deal with the first point raised by the case; the court held that there was such evidence to be left to the jury. On the second point it was contended by counsel for both the defendants that the indictment should have contained words to the effect that the pheasant eggs had been collected or reduced into possession. Amongst a number of authorities cited was that of *Routh's case* (see East's P. C., c. xvi, s. 41), which the court stated influenced them the most: "John Routh being convicted on an indictment for stealing a pheasant, value 40s., of the goods and chattels of H. S.; all the judges on a second conference in Easter Term, 1779, after much debate and difference of opinion, agreed that the conviction was bad; for in cases of larceny of animals *ferre nature* the indictment must shew that they were either dead, tame, or confined; otherwise they must be presumed to be in their original state; and that it is not sufficient to add 'of the goods and chattels' of such an one." Counsel for the prosecution contended that pheasants' eggs in their nests before collection were the subject of larceny, and that in any case it appeared on the face of the indictment that the defendants were charged with stealing and receiving eggs, that had been reduced into possession. On the third point it was contended that the count for receiving, as framed, was for an offence under section 91 of the Larceny Act, 1861, which provided that: "Whoever shall receive any chattel money, valuable security, or other property whatsoever, the stealing, taking, extorting, obtaining, embezzling, or otherwise disposing whereof shall amount to a felony either at common law or by virtue of this Act, knowing the same

to have been feloniously stolen, taken, extorted, obtained, embezzled, or disposed of, shall be guilty of felony . . ." and that the count for receiving in the indictment should have contained the words to the effect that the stealing of the pheasants' eggs amounted to a felony at common law, or by virtue of the Larceny Act, 1861. It was stated that for some time it had been the practice at the Central Criminal Court to include such words in the count for receiving. The point was also raised that the learned judge had misdirected the jury by telling them that there was a presumption of law that eggs in the possession of a keeper were *prima facie* the property of his master.

The Court dismissed the appeal on all the points raised, holding that on the point of misdirection—if it was taken at the trial—the presumption was one of fact and not of law; and on the third point raised by the case that the count for receiving need not contain the words that the stealing amounted to a felony at common law or under the Larceny Act, 1861. The only point dealt with at length was the second point raised by the case. On this the court held that the indictment, having regard to the number of eggs stated to have been stolen, and to the additional words "of and belonging to," Sir Walter Gilbey sufficiently shewed that the charge was for stealing and receiving eggs that had been collected and reduced into possession, and on these grounds they distinguished this case from that of *R. v. Routh* (*supra*).

Lord ALVERSTONE, C.J., added that he did not agree with the contention for the prosecution that there could be larceny at common law of the eggs of wild birds from their nests.—COUNSEL, *J. F. P. Rawlinson, K.C.*, *E. F. Wild*, and *H. Cloughton Scott; Avery, K.C.*, *R. D. Muir*, and *R. Graham Campbell; Marshall Hall, K.C.*, *Danckwerts, K.C.*, and *J. P. Valletta*. SOLICITORS, *Watson & Eeritt, Norwich; Osborn & Osborn; Wontner & Sons.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re A DEBTOR. Ex parte CARDEN. C. A. No. 2.
17th, 18th, and 20th Jan.

BANKRUPTCY—MONEY-LENDER—PETITIONING CREDITOR'S DEBT—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. c. 51), s. 2, SUB-SECTION 1 (a), (c).

A registered money-lender who carries on money-lending business otherwise than in his registered name or at his registered address, or enters into any agreement, or takes any security for money in the course of his business as a money-lender otherwise than in his registered name, cannot recover, or present a bankruptcy petition in respect of, money so lent.

Appeal from one of the registrars of the High Court in Bankruptcy dismissing a bankruptcy petition. On the 21st of March, 1907, the debtor applied to one Sanguinetti for a loan of £500. Sanguinetti wrote a letter to the debtor stating that one Wassser, of 60, Chancery-lane, would arrange the loan and find £250 at once, and that Wassser's commission would be covered by the sum agreed to be paid to Sanguinetti. On the 22nd of March the debtor took this letter to Wassser, whom he saw at a solicitor's office at 60, Chancery-lane. Wassser produced a letter to himself from Sanguinetti asking him to retain the amount agreed as commission, and Wassser said that he also had to retain some interest on behalf of the lender. Wassser tendered to the debtor for acceptance a bill for £250, on which no drawer's name appeared, payable at the offices of Bullock & Co., 63, London-wall, four months after date. The debtor accepted the bill, and received a cheque drawn by Bullock & Co. for £250, out of which he paid £26 to Wassser for interest and commission, for which Wassser gave a receipt in his own name. On the 23rd of March the debtor received a letter from Wassser written from 60, Chancery-lane on the 22nd of March, "referring to the matter settled here to-day," and requiring an undertaking from the debtor to pay 12 per cent. interest on the loan. The debtor failed to meet the bill at maturity, and on the 3rd of August he was served with a writ at the suit of Ann Carden, widow, carrying on business as a registered money-lender at 29, Sinclair-gardens, Kensington, of whom he had never heard before, for the amount of the bill on which Wassser's name now appeared as drawer and Mrs. Carden's as indorsee. The debtor did not defend the action, judgment was obtained against him, a bankruptcy notice was issued, and a bankruptcy petition followed in due course. The debtor contested the petition, and asked leave to go behind the judgment, on the ground that the amount claimed was not recoverable at law, as it had not been lent at the creditor's registered address: *Staffordshire Financial Co. v. Hunt* (1907, W. N. 258). The registrar allowed the debtor to go behind the judgment, and evidence was then gone into. An affidavit by the debtor stating the foregoing facts was put in, and he was not cross-examined thereon. On behalf of the creditor a Mr. Colebrooke was called, who said he was managing clerk to Bullock & Co., the creditor's solicitors, and managed all her business. A separate ledger was kept for her at Bullock & Co.'s offices. She never saw borrowers or transacted business at her registered address. Wassser came to Bullock & Co.'s offices and obtained the cheque for £250, and brought them back the bill. The registrar dismissed the petition on the ground that the money had not been lent at the creditor's registered address. The creditor appealed. Counsel for the creditor contended that the case was not one in which the court should go behind the judgment as the debtor had in fact obtained the money for which he was sued; also that Wassser was the debtor's agent, and that, as he knew where the money in fact came from, the debtor must be taken to have also known who the actual lender was. They conceded that if Wassser was not the debtor's agent the transaction could not be upheld. Counsel for the debtor were not called upon.

COLEMAN-HARDY, M.R.—If this appeal were allowed the Money-lenders'

Act, 1900, might as well be repealed. That Act requires that a registered money-lender shall carry on business in his registered name, and no other name, and at his registered address, and no other address. On the evidence here it is clear that Mrs. Carden does not carry on business at her registered address, but at the offices of Bullock & Co. in London-wall. The Act also requires that a registered money-lender shall not take any security for money otherwise than in his registered name. In this case the name of Mrs. Carden nowhere appears in the transaction. The cheque was drawn by Bullock & Co. and given to Wasser, who took it to the debtor and got a receipt in his own name. There is no evidence that Wasser was the debtor's agent to receive notice of the fact that it was Mrs. Carden's money, and it has been conceded that unless this is so the transaction cannot be maintained. Even if this were so, it seems to me that the transaction is bad under section 2, sub-section 1 (c), because the security was not taken in the registered name of the money-lender, and that the case is governed by *Bonnard v. Dott* (1906, 1 Ch. 740). I do not desire to dissent from the registrar's conclusion that the transaction was bad under section 2, sub-section 1 (b), because the money was not lent at the registered address, but I think it simpler to decide that the case falls within section 2, sub-section 1 (c).

FLETCHER MOULTON, L.J.—In this case it seems to me that there was no agreement to lend in the registered name of the money-lender. An attempt has been made to get over that by alleging that Wasser was agent of the debtor and knew where the loan came from. But even if that had been proved it would not have satisfied the statutory obligation to lend in the registered name. The bill was intended to be either "the agreement" or "the security for money" within section 2, sub-section 1 (c), of the Act, and in either case it ought to have been in the registered name of the money-lender. I say nothing as to the money not having been lent at the registered address, as that has been the subject of a decision (*Staffordshire Financial Co. v. Hunt*) which has not yet come before us.

BUCKLEY, L.J.—The evidence in this case shews that the creditor does not see, and never has seen, borrowers at her registered address, but that she lends through Bullock & Co., at 63, London-wall. It therefore appears that this money-lender does not carry on business at her registered address at all, and therefore violates section 2, sub-section 1 (b), of the Act, and for such violation a penalty is provided by section 2, sub-section 2, of the Act. The transaction in question is therefore plainly illegal and not binding at all. One can quite foresee that difficulties of fact may arise under sub-section 1 (b), but in the present case there are none. I am further of opinion that an "agreement" under section 2, sub-section 1 (c), need not be in writing, and that in this case the "agreement" was made between the debtor and Wasser, and therefore not by Mrs. Carden in her registered name. "Taking security" in sub-section 1 (c) must include "giving security," and here the debtor gave the bill to Wasser, not to Mrs. Carden. If Wasser took it on behalf of Mrs. Carden, her name was not disclosed. These breaches of both sub-sections (b) and (c) result in a transaction forbidden by the Act and illegal. Even if it had been proved that Wasser was the debtor's agent, I think it would have made no difference. Appeal dismissed.—COUNSEL, C. A. Russell, K.C., and Harold Simmons; J. B. Matthews and Francke. SOLICITORS, Bullock & Co.; Charles Green & Co.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—King's Bench Division.

MORRISTON TIN PLATE CO. (LIM.) v. BROOKER, DOVE, & CO.
Div. Court. 19th Dec.

ARBITRATION—COUNTY COURT—SUBMISSION TO ARBITRATION IN CONTRACT—ACTION ON CONTRACT—JURISDICTION OF COUNTY COURT JUDGE TO STAY PROCEEDINGS—ARBITRATION ACT, 1889 (52 & 53 VICT. C. 40), ss. 4 AND 27.

A county court judge has jurisdiction to stay proceedings under section 4 of the Arbitration Act, 1889.

Appeal from the county court. The plaintiff commenced an action in the county court for the price of goods sold on a contract containing an agreement that any dispute arising upon the contract should be referred to arbitration. The defendants applied to the county court judge to stay proceedings under section 4 of the Arbitration Act, 1889. By section 4 of the Arbitration Act, 1889: "If any party to a submission or any person claiming through or under him commences any legal proceedings in any court against any other party to the submission, or any person claiming through or under him, in respect of any matter agreed to be referred, any party to such legal proceedings may at any time after appearance and before delivering any pleadings or taking any other steps in the proceedings apply to that court to stay the proceedings." By section 27: "In this Act, unless the contrary intention appears, 'court' means her Majesty's High Court of Justice . . . and 'judge' means a judge of her Majesty's High Court of Justice." At p. 252 of the Annual County Court Practice, 1907, there is the statement: "It is doubtful whether the judge has jurisdiction to stay proceedings under section 4 of the Arbitration Act, 1889, where there is a submission to arbitration, the better opinion would seem to be that he has not"; and the case of *Runciman & Co. v. Smyth & Co.* (20 T. L. Rep. 625) was cited. The county

court judge, acting on this opinion, declined to stay the proceedings on the ground that he had no jurisdiction to do so. The defendants appealed.

CHANNELL, J.—The county court judge in this case declined to stay proceedings in an application under section 4 of the Arbitration Act, 1889, on the ground that he had no jurisdiction under the section. His justification was a statement in the County Court Practice which is usually followed in such matters, based on an *obiter dictum* in *Runciman & Co. v. Smyth & Co.*, expressing a doubt on this question. Sometimes it happens that when a judge has one point upon which he intends to decide a case, the observations he may make on another point are not always the subject of serious consideration. The doubt expressed, no doubt, justified the opinion in the County Court Practice of 1907, and the decision of this county court judge. But the words of section 4 are very clear, they are "any court" and "that court." It is impossible that those words could refer to his Majesty's High Court of Justice. Section 27, therefore, of the Arbitration Act, 1889, the interpreting clause is not applicable, for the word court is only to mean the High Court "unless the contrary intention appears." The case will be remitted for the county court judge to consider whether he should grant a stay of proceedings.

BRAY and BUTTON, JJ., concurred.—COUNSEL, Richards; W. de B. Herbert, SOLICITORS, R. & C. B. Jenkins, Swansea; Foss & Bryant, for *Ingledew & Philips*, Swansea.

[Reported by C. G. MOZAN, Barrister-at-Law.]

Societies.

The Law Society.

A special general meeting of the members of the society will be held in the hall of the society, on Friday, the 31st of January, at two o'clock, for the purposes hereinafter mentioned.

THE PRESIDENT will present the special prizes awarded to successful candidates for the year 1907, and also the prizes for the June and November Final Examinations, 1907.

In accordance with the resolution passed (on poll) at the last annual general meeting, it will be competent to this special general meeting to appoint a committee of not more than six members of the society practising in the Metropolis, not being members of the Council, to confer with a committee of the Council as to the nomination of suitable persons to fill Metropolitan vacancies at the next Council election.

The Council will propose: "(1) That the Council be authorized to apply for a supplemental charter providing (in addition to provisions which may be necessary to carry out the resolutions passed at the annual general meeting held on the 5th of July, 1907, and adjournments thereof) that extraordinary members of the Council, who have served not less than four years on the Council, shall be eligible for the offices of President and Vice-President of the Law Society, but so that the offices of both President and Vice-President shall not in any one year be filled by country members of the society." "(2) That the Council be authorized to include in the supplemental charter to be applied for under the last resolution a provision that every person whose name is on the roll of solicitors shall be qualified for election as a member of the society."

MR. CHARLES FORD will move: "That in the opinion of this meeting it is desirable that the Council should direct further attention of the profession to the provisions of Order 18a of the Rules of the Supreme Court which provides that a plaintiff may, without pleadings, proceed to trial, which removes the delay which often deters suitors from seeking redress in the High Court of Justice in London."

MR. CHARLES FORD will move: "That it be referred to the Council to consider and report on the advisability of the society giving its support to the formation of a subordinate organization to consist exclusively of solicitors taking out London certificates to practice, and with a view to the Council (under proper authority) transferring to the governing body of such a subordinate organization such suitable parts of the work of this society as will give to London members of our Council some relief from the serious burden which at present falls on their shoulders."

MR. CHARLES FORD will ask: "Whether the Council propose to make representations to the proper authorities with a view to motions in the Chancery Division being entered in a list and taken in their order in such list, especially remembering that on three or four occasions since 1887 resolutions approving of such a plan have been unanimously adopted at general meetings of this society."

MR. T. H. ENGALL will move: "That at least two additional telephones be placed in suitable positions on the premises for the use of members of the society, subject to such regulations (if any) as the Council may frame."

MR. BRINSLEY HARPER will move: "(1) *Colonial Commissioners*.—That the Council ascertain what are the proper fees to be charged by Colonial Commissioners in London, and as soon as same are obtained publish a new edition of the list of Colonial Commissioners in London, including a list of such fees." "(2) *Solicitors Members of Public Authorities*.—That in the opinion of the society it is not desirable for a solicitor who is a member of a public authority to be professionally engaged (either by himself or his firm) in any proceedings against such authority or in which such authority is interested."

E. W. WILLIAMSON, Secretary.

The death is announced of Mr. Francis George, town clerk of Banff and county clerk of Banffshire, this week. He had held both these offices for many years.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 21.—Being a joint debate with the Union Society of London.—Chairman, Mr. G. C. Hagden.—The subject for debate was: "That, in the interests of capital, no less than those of labour, this house approves of the principle of labour co-partnership." Mr. C. K. Tatham (Union Society) opened in the affirmative; Mr. P. B. Henderson opened in the negative. The following members also spoke: Messrs. A. H. Forbes (Union Society), Blanco-White, Abel (Union Society), Pleadwell, Eustace (Union Society), Cornock. The motion was carried by 12 votes.

Obituary.

Mr. W. Ambrose, K.C.

Mr. William Ambrose, K.C., died on Saturday last at Hampstead. He had for some time suffered from illness. He was educated at the Ches-Blue Coat School, and entered a solicitors' office, but subsequently became a student at Lincoln's-Inn, and in 1859 was called to the bar. He had a fairly good practice, and was created a Q.C. in 1874. He represented the Harrow Division of Middlesex from 1885 to 1893, when he was appointed a Master in Lunacy. He was a member of the Council of Legal Education, and a bencher and ex-treasurer of the Middle Temple.

Mr. T. C. Ryley.

Mr. Thomas Cropper Ryley, solicitor, of Liverpool, the head of the firm of Messrs. Ryley, Alcock, & Anderson, died recently. He belonged to an old Lancashire family long associated with the Society of Friends, and was educated at Mount Street Institute, and afterwards at Yver, Switzerland, and at Berlin. Throughout his life Mr. Ryley frequently renewed the school associations, both in Switzerland and Germany, and kept in touch as long as possible with the comrades of his early days. He entered the office of Messrs. Harvey, solicitors, and was admitted in 1863. When Mr. Jevons left that firm he was joined by Mr. Ryley, the firm being Jevons & Ryley, under which style it remained until a few years ago, when the title given above was adopted, when Mr. Ryley became the senior, and on the inclusion of new partners. The firm was, says a Liverpool journal, formed about the period of the American Civil War, and Mr. Jevons, who devoted himself very largely to the interests of the North, acted in legal matters in England in concert with Thomas Dudley, who was a very competent American lawyer. They carried out the inquiries in connection with the fitting of the *Alabama* as a privateer. Mr. Ryley was deeply interested in secondary education, having succeeded his father as a trustee of the Mount Street Institute, which office he held until the recent transfer of the Institute to the Liverpool Corporation. He was a member for about fifteen years of the Liverpool School Board, and held many other offices in connection with educational and benevolent institutions. "Mr. Ryley," said a friend of his, "was diligent in his attention to whatever he put his hand, and there was nothing perfunctory in any of his multifarious and public-spirited work. He was one of the most highly-respected citizens of Liverpool, held in great esteem, both by the Society of Friends and by the legal profession." He was a bachelor.

Legal News.

Changes in Partnerships.

Dissolutions.

ALFRED WILLIAM FOSTER and JAMES YOUNG, solicitors (Black & Marshall), Chesterfield. Dec. 31. The said business will be carried on in future by the said Alfred William Foster at the above named place under the same style or firm of Black & Marshall.

WALTER JOHN CRAWHALL and GEORGE GOODWIN-NORRIS, solicitors (Crawhall & Norris), Bristol. Dec. 31. [Gazette, Jan. 21.]

General.

We are glad to learn that Mr. E. K. Blyth is going on well.

At Fulham, on Tuesday, an inquest was held on Mr. Edward Francis Maxwell Ryan, a London solicitor, practising at Great James-street, W.C., who committed suicide at his residence in Stanwick-road, West Kensington. Medical evidence was given that death was due to morphia poisoning, and the jury returned a verdict of "Suicide whilst temporarily insane."

Sir Gorell Barnes, President, made an important announcement on Tuesday, says the *Daily Mail*, regarding the future practice in defended suits in the Divorce Division. He said: My view is that the rule which has been adopted so long in the Admiralty Court should be adopted here—viz., that in all contested cases the witnesses should be out of court. If

there is any case in which it is immaterial, and in which counsel say they may as well stay, let it be so. I am satisfied it is desirable that the rule should be adopted. If I find in any case the witnesses have remained in court, it will be open to serious comment.

In dismissing the appeal in the Tanby case (*Tanby Corporation v. Meece*) on Tuesday, the Master of the Rolls said that this was an appeal from what he believed was the last judgment given by the late Mr. Justice Kekewich: it had been written while he was away from the court very ill, and had been delivered for him by Mr. Justice Parker. His lordship (the Master of the Rolls) desired now to say that he agreed with every word of that judgment, and should have been quite content to a lot of it, but, having regard to the importance of the case, he thought it better that he should state shortly the reasons why, in his opinion, this appeal failed.

Even in the legal world, where there is so much that is antiquated, a centenary is, says a writer in the *Globe*, something to be celebrated. The Manchester Law Students' Society is about to celebrate the hundredth year of its existence, and the Master of the Rolls is among the legal luminaries who have consented to shed their light upon the proceedings. Very few legal organizations can boast of a longer record. Only four provincial law societies—the Bristol Law Society, the Yorkshire Law Society, the Somerset Law Society, and the Leeds Law Society—have witnessed the changes of a century. The oldest of these societies, the Bristol Law Society, was founded in 1777. To this venerable company, however, there will soon be an addition; the Devon and Exeter Law Society started its career in 1808.

Judge Amphlett, K.C., took his seat for the first time at the Wandsworth County Court on the 20th inst., says the *Times*. Replying to congratulations tendered by Mr. Jelf (for the bar) and Mr. Crawshaw (on behalf of the solicitors), his Honour said that he was uncertain at the present moment how long he would continue on this circuit. He did not know for the time being what might be the outcome of events which were taking place. So long as he remained, he was sure he should receive generous assistance from the bar and from the solicitors practising before him. It was really necessary that he should ask this indulgence, because he was not so familiar with county court procedure as many of those present, and he had to educate himself in a great measure in many details of procedure. He hoped he should at all events listen with patience to the arguments which had to be presented, and do what he could to promote complete justice between the parties before him.

In *London Investment Trust (Limited) v. The Russian Petroleum and Liquid Fuel Co. (Limited)* (1907, 2 Ch. 540), says the new issue of the *Law Quarterly Review*, a further light was thrown on the pathway marked out by *Re W. Tucker & Sons (Limited)* (1905, 2 Ch. 587). In the latter case, as the learned reader will remember, a company issued some debentures but was thereby restricted from creating any mortgage or charge in priority to or *pari passu* with them. A portion of these debentures was issued to a particular person as security for a loan made by him to the company. The loan having been repaid, and the debentures handed back, the company was restrained by the court from re-issuing them for fresh consideration so as to enable the fresh holders to rank *pari passu* with those debenture-holders who had the rest of the debentures of the same creation. The case of the Russian Petroleum Co. shows that a deposit of similar debentures with bankers to obtain credit for a particular sum does not, when the particular sum has been repaid, entitle the company to incur a fresh liability with the bankers upon the security of the same debentures. In the Court of Appeal, however, Cozens-Hardy, M.R., observed that if the original arrangement with the bankers had been the opening of a current account with a maximum overdraft of the amount specified, the company might then have argued with some force that it was at any time during the existence of the overdraft entitled to increase the overdraft up to the stipulated amount. Supposing this to be the law, presumably even the latter right would vanish if the account once became closed, unless special provision had been made for re-opening it.

If the Thaw trial had not already exhausted the capacity of the public for surprise, the proposal that the evidence of the prisoner's wife should be taken in camera might, says the *Evening Standard*, have succeeded. Every unseemly detail which the ingenuity of the lawyers engaged for Thaw at the last hearing could get on the depositions has been printed broadcast throughout America: now, when the demoralizing story is common property, a sense of decency and propriety is assumed. One can fancy leading counsel for the defence assuming the attitude which Frank Lockwood advised when lecturing before the law students of Birmingham. The examination-in-chief must appear to take the counsel leading the witness completely by surprise. While all the while leading, he must avoid the suspicion of leading, he must not keep looking down at his brief, so reminding the jury that every word is written down. It should appear, he said, a kind of spontaneous conversation; the witness artlessly telling his simple story, and counsel, if possible, appalled to hear the iniquity of which his client has been the victim. Whole books have been written on the art of cross-examination, but Lockwood gave one simple wrinkle worth many a chapter of printed matter. "Never continue the cross-examination," he said, "if you see the judge show the slightest disposition to do it himself. If you see the judge inclined to take up the running, let him do it." Judges like it, and like counsel who do not oppose the practice. For re-examination "the putting Humpty-Dumpty together again," as he called it, Lockwood told not so much what to do as what not to do. In the Chancery Court, he said, a witness was asked in cross-examination whether it was true that he had been convicted of perjury. The witness admitted the soft impeachment.

ment, and the cross-examining counsel promptly sat down. It fell then to the equally eminent counsel on the other side to re-examine. "Yes," said this gentleman, "it is true that you have been convicted of perjury, but tell me: Have you not on many other occasions been accused of perjury and been acquitted?"

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.		EMERGENCY ROTA.	APPEAL COURT ROTA.	Mr. Justice JOYCE.
Monday, Jan.	20	Mr. Theod.	Mr. Borer	Mr. Goldschmidt
Tuesday	21	Synge	Bloxam	Theod.
Wednesday	22	Tindal King	Borer	Goldschmidt
Thursday	23	Goldschmidt	Bloxam	Theod.
Friday	24	Farmer	Borer	Goldschmidt
Saturday	25	Beal	Bloxam	Theod.
Mr. Justice SWINFRS EADY.				
Date.		Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.
Monday, Jan.	20	Mr. Beal	Mr. Grewell	Mr. Synge
Tuesday	21	Farmer	Leach	Goldschmidt
Wednesday	22	Beal	Grewell	Synge
Thursday	23	Farmer	Leach	Bloxam
Friday	24	Beal	Grewell	Synge
Saturday	25	Farmer	Leach	Borer

The Property Mart.

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & GRANFIELD held their usual Fortnightly Sale (No. 851) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £2,305:

ABSOLUTE REVERSION to £2,088 10s.	Sold	£700
POLICIES OF ASSURANCE:		
For £5,000	2,255	
For £500	30	
REVERSIONS to about £250	30	

Winding-up Notices.

London Gazette.—FRIDAY, JAN. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH NATURAL-FREEMAN LIFE ASSOCIATION, LIMITED—Petition for winding up, presented Jan 9, directed to be heard on Jan 28. Helder & Co, Clement's inn, for Simpson & Co, solvers for petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 27.

CARIBBEAN STEAM SHIPPING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Casbourne, 26, Gt St Helena. Lane & Co, St Benet's church, Fenchurch st, solvers for liquidator.

D. SASTONI & CO (1908), LIMITED—Petition for winding up, presented Jan 10, directed to be heard on Jan 28. Ha'chett & Co, Mark inn, solvers for petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 27.

IVANHOE SOUTH EXTENDED GOLD MINING ESTATES CO, LIMITED—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to Edgar Protheroe Jones, Salisbury House. Christopher & Rosey, Cornhill, solvers for liquidator.

TANBERT WHEELS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to Mr Charles Howell Hovey and Mr Ernest James Walker, 1 and 2, Gt Winchester st. Norton & Co, Old Broad st, solvers for liquidators.

VICTOR ABC LAMP CO, LIMITED—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to William C. Penny, 8, Arthur st West.

WALCOT CANNET WORKS, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Mr Theodore David Neal, 110, Edmund st, Birmingham. Swinson, Birmingham, solvers for liquidator.

W. & A. McARTHUR, LIMITED—Petition for winding up, directed to be heard on Jan 14, adjourned to Jan 28. Blake & Co, Serjeants' inn, solvers for petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 27.

UNLIMITED IN CHANCERY.

ST NOTES WATER CO—Creditors are required, on or before Feb 1, to send their names and addresses, and particulars of their debts and claims, to Wm. Cash, 90, Cannon st.

London Gazette.—TUESDAY, JAN. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMICUS SOAP DISTRIBUTING CO, LIMITED—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to William George Blackmore, 6, Old Jewry. Sutton & Co, Gt Winchester st, solvers for liquidator.

ESCILLAS MINES, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts and claims, to Omer Berry, Monument house, Monument sq, liquidator.

J. H. VICKERS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Leman, 1, St Peter's Church walk, Nottingham, liquidator.

MAZARINI (B.G.) DIAMOND SYNDICATE, LIMITED—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to W. Weir, 561, Salisbury house, London Wall, liquidator.

UNIVERSAL MICH PRODUCTS, LIMITED—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to William George Blackmore, 6, Old Jewry. Sutton & Co, Gt Winchester st, solvers for liquidator.

VERRE SYNDICATE, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Reginald Cooper, 9, St Mildred's ch, Foulley, liquidator.

WHITELOCKERS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Leman, 1, St Peter's Church walk, Nottingham, liquidator.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JAN. 7.
MURPHY, JOHN, Liverpool Feb 7 Murphy v Kenny, Registrar, Liverpool District
 Lynakey, Liverpool

London Gazette.—FRIDAY, JAN. 10.
HOWE, JOHN, Wigan, Grocer Feb 10 Laidlaw v Howe, Registrar, Manchester Pearson, Manchester

London Gazette.—TUESDAY, JAN. 14.
WILLISON, WALTER, Dunstable, Bedford, Dairyman Feb 18 Topham v Willison, Neville, J Gutteridge, Dunstable

London Gazette.—FRIDAY, JAN. 17.
HEMSTED, EDITH, Anacapri, Island of Capri March 2 Ramsay v Hemsted, Parker, J Metcalfe, 40, Chancery in

London Gazette.—TUESDAY, JAN. 21.
KEARNS, LETITIA HOWARD ROBINSON, Merton rd, Southsea Feb 29 Nelson v Nelson, Joyce, J Nicholls, 12, Old Jewry chambers

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JAN. 14.
ASHFORD JAMES, Leathwaite rd, Clapham Common Feb 18 Parry & Gibson, Lincoln's inn fields

BARTON, JAMES WILLIAM, Cammeringham, Lincs, Farmer Feb 15 Toynbee & Co, Lincoln

BAUGHMAN, ROBERT, Severus rd, Clapham Junction Feb 24 Braund, Gray's inn sq

BIRKBECK, JOHN THOMAS, Baligate, Lincoln, Chemist Feb 15 Toynbee & Co, Lincoln

CARPENTER, ELLER, Moss Side, Manchester Feb 15 Jones & Payne, Manchester

CHESTON, CHESTER, York ter, Regent's pk, Surveyor Feb 28 H E & W Bury, Lincoln's inn fields

CULLEN, HENRY, Lincoln, Labourer Feb 1 Langley & Tweed, Lincoln

EYRE, LOUISA CHARLOTTE, Epping Feb 17 Lawrence & Co, New sq, Lincoln's inn

HALL, WILLIAM, Derby March 1 J & W H Sale & Son, Derby

IVISON, JOHN, Houghton, Stanwick, Cumberland Feb 8 Bendie & Son, Carlisle

JINKIN, THOMAS, Plymouth Feb 29 Synge, Plymouth

LEWINGTON, GEORGE, Headbourne Worthy, nr Winchester Feb 1 Bowker & Sons, Winchester

LOCK, ALBERT, Cardiff, Beer Dealer Feb 10 David & Evans, Cardiff

MARCH, JAMES, Tamerton Foliot, Devon, Yeoman Feb 29 Wilson, Plymouth

MORETON, THOMAS, Serjeants' inn, Temple, Solicitor Feb 29 Nye & Co, Serjeants' inn, Temple

MITCHELL, JAMES, Writtle, Essex Feb 8 Surridge & Smith, Haldstead, Essex

NEW, MARY FRANCES GRATERUDE, Brighton Feb 10 Blount & Co, Albemarle st

OWEN, JAMES, Llangrannog, Cardigan, Master Mariner Feb 10 Hutchinson & Co, Lincoln's inn fields

PHILLIPS, THOMAS JOHN, Westcliffe on Sea, Essex Feb 29 Woodroffe & Ashby, Eastcheap

RAUDEN, WILLIAM, 81 Mary Abbott's terr, Kensington rd, Licensed Victualler Feb 10 Adams, Victoria st

SAUNDERS, REBECCA, Woodbastwick, Norfolk Feb 14 Goodchild, Norwich

SEYMOUR, JOHN, Claremont mews, Pentonville rd, Cab Proprietor Jan 31 Timbrell & Deighton, King William st, London Bridge

STANHOPE, TH. Hon LUCY CONSTANCE, Boston, Lincs Feb 29 Capron & Co, Savile pl

STEPHENS, JAMES, Eccles, Lancs Feb 23 Ogden, Manchester

TAYLOR, JOHN PETER, Cambridge Feb 10 Foster, Cambridge

TIFFIN, SARAH, Sunderland Jan 20 Graham & Co, Sunderland

TALKER, CLARA FEATLY, Hatherley rd, Walthamstow Feb 10 Deighton, King William st, London Bridge

WHITFIELD, SARAH ANN, Worley, Lancs Feb 29 Chapman & Co, Manchester

WILLIAMS, WILLIAM WILLIAMS, Hove, Sussex Feb 12 Nye & Donne, Brighton

London Gazette.—FRIDAY, JAN. 17.

ALSTON, EMILY LOUISA CAROLINE, Eccleston sq March 1 Newman & Co, Clements inn

ARMISTEAD, JAMES, Penrith, Cumberland, Farmer Feb 22 Arncliffe & Co, Penrith

BALFOUR, MAJOR GEN HENRY LOWTHAR, Clifton, Glos Feb 18 Crawford & Co, Cannon st

BECK, THOMAS, Botcheston, Leicester, Innkeeper March 5 Simpson, Leicester

BROWN, EDWARD, Monument hldgs, Fruit Broker March 1 Clements & Co, King William st

COCKROFT, BETHEL, Queensbury, Yorks, Greenkeeper Feb 14 Richardson, Bradford

CORNICKE, FRANCIS, Coopers rd, Russell Hill, March 2 Wild, Badge row

EVANS, CHARLOTTE, Worthing Feb 24 Verrall & Son, Worthing

DALTON, JOHN WALLER, Watrop, Westmorland, Yeoman Jan 35 N & E A Heale, Appleby, Westmorland

DIEFFE, ROSA, Dartmouth rd, Forest Hill March 5 Drake & Co, Road in

ESCOLES, TITUS, Morecambe, Farmer Feb 10 Maxsted & Co, Lancaster

FENTON, THOMAS FREDERICK, Perth, Western Australia Feb 19 Blyth & Co, Gresham house, Old Broad st

FORD, MARY ANN, Trafalgar sq, Twickenham March 31 Algar, Abchurch in

FORD, WILLIAM, Catlin st, Bermondsey March 31 Algar, Abchurch in

GRAING, FRANCIS THOMAS, Richmond, Licensed Victualler April 15 Giles, Lambeth rd

HARRIS, SIMON, Grove rd, Bow, Cigar Bundler Feb 12 Hart, Gt Prescott st

HEYS, JOHN, Lytham Feb 20 W & J Cooper, Preston

HOWDEN, DAVID, Carlton hill, St John's Wood Feb 22 Parker & Co, St Michael's Rectory, Cornhill

HOWELL, JOHN EDWARD, Eastington, Glos, Innkeeper Jan 27 Norris, Stroud

ISAGH, CORNELIUS, St James st, Doctor March 5 Gasquet & Co, Mining in

ISAGH, ISAAC, Rochester terr, Camden rd, Cigar Manufacturer March 2 Jennings, Kentish Town rd

IVEY, THOMAS, Titfield, Hants Feb 21 Armstrong, Titfield

IVEY, EMMA, Titfield, Hants Feb 21 Armstrong, Titfield

JACKSON, ELIZABETH, Harrogate Jan 31 Dixon & Barker, Sunderland

LAW, ELY, Leeds Feb 22 Clarke & Whittington, Leeds

LUDLAM, WILLIAM, Loughborough March 5 Bartlett & Co, Loughborough

MAWER, CHARLES, Kingston upon Hull, Grocer March 14 Leak & Co, Hull

METCALPE, WILLIAM, Surbiton, Corn Merchant March 23 Hamlin & Co, Surbiton

MILNARK, JOHN, High Easter, Essex Feb 7 Gepp & Sons, Chelmsford

MORRISON, ARNO BHUASHTAN SHERRIVASA CHARTY, Houghton le Spring, Durham Feb 20 W J S & J A S Scott, Newcastle upon Tyne

MULLENDORFF, HENRI PHILIPPE, Ixelles, nr Brussels Feb 29 Carr & Co, High Holborn

MULVAT, SARAH ANN, Newark on Trent Feb 15 Marriott, Nottingham

MURPHY, JOHN JOSEPH, Cardiff, Wagon Proprietor Jan 31 Macintosh & Co, Cardiff

NAHON, JUDAH, Queensborough ter, Baywater Feb 28 Lindo & Co, West st, Finsbury

NETTALL, GEORGE EDWARD MANFIELD, Exeter Feb 15 Maddison & Co, Old Jewry

OLDHAM, JAMES, Cottesingham, Yorks March 14 Leak & Co, Hull

PATRICKSON, MARIA, Newcastle upon Tyne Feb 15 Richardson & Elder, Newcastle upon Tyne

PLATT, JOHN, Liverpool, Coal Merchant March 1 Toulmin & Co, Liverpool
POLLYE, BENJAMIN JOHNSON, Wigganham St Mary Magdalen, Norfolk, Farmer Jan 27
Ward, King's Lynn
RENTON, GEORGE, Marnham, Bradford, Coal Merchant Feb 17 Freeman, Bradford
REYNOLDS, ROSA, Orchard st, Portman sq Feb 14 Dunsford, Temple chambers
ROBINSON, CHARLES ALBERT, Newton Heath, Manchester Feb 14 Pegge, Manchester
ROSE, BERTHAM WASHINGTON, West End ln, Hampstead, Wine Merchant Feb 28
Clapham & Co, Devonshire sq
ST, EDWARD, Weymouth Feb 17 Eaton, Weymouth
THOMSON, ELIZA MASTERS, Upper Norwood Feb 29 Edwards & Sons, Moorgate st
TOWELL, MARY JANE, Blackheath Feb 23 Hills & Shea, Margate
TWENTMAN, WILLIAM AUGUSTUS HOLMS, Torquay Feb 14 Oliver & Co, Warwick st,
Regent st
VEAL, FREDERICK, JP, Ringwood, Hants Feb 20 Jackson & Sons, Ringwood
WADE, CHARLES, Luddenden Dean, Warley, Halifax, Farmer Feb 17 Day, Halifax
WALKER, GUSTAVE EMILY DEVENISH, South Ascot, Berks Feb 20 Witham & Co,
Gray's inn sq
WEELY, EMMA, Brighton Feb 21 Harker & Son, Brighton
WEST, JAMES, Newcastle upon Tyne, Gardener Feb 15 Richardson & Elder, Newcastle
upon Tyne
WHITING, WILLIAM PHELPS, Nailsworth, Glos, Grocer Feb 29 G B & A E Smith, Nail-
sworth
WHITTON, HENRY, Sheffield Feb 21 Henry Whittom, Marcliffe rd, Sheffield
WHITWORTH, JANE, Longsight, Manchester Feb 16 Goulty & Goodfellow, Manchester
WILD, JAMES, Fallowfield, nr Manchester Feb 15 Jones & Payne, Manchester
WILKES, IDA BEATRICE, Edgbaston, Birmingham Feb 24 Weekes & Simmons, Bir-
mingham

London Gazette.—TUESDAY, JAN. 21.

ABBOTT, GEORGE ISAAC WORLEY, Lynton rd, Bermondsey Feb 24 Champions & Co,
Chancery ln
ATKINSON, JOHN AINSWORTH, Crewe, Architect March 1 Garnett, Crewe
BADHAM, MARTHA, Winterbourne Down, Glos Feb 21 Veale, Bristol
BARR, ALEXANDER INGLIS, Liscard, Chester, Provision Broker Feb 29 Masters &
Venables, Liverpool
BEECHING, SAMUEL, Hursley, Sussex Feb 25 Nye & Clewer, Brighton
CLUTTON, JANE, Elliott rd, Chiswick Feb 17 Ellis & Collier, John st, Bedford row
DUMALL, JOSEPH, Madeley, Salop, Brewers' Traveller Feb 17 Thorn-Pudsey, Iron
Bridge, Shropshire
ELMS, ISABELLA SUSANNA, Crayke Feb 29 Poole & Boulting, Taunton
FALLOWS, THOMAS, Bootle, Lancs Feb 28 Collins & Co, Liverpool

FLETCHER, JOHN ROBERT, Whitefield, Lancs, JP March 1 Rogerson & Sutcliffe, Man-
chester
FORREST, RICHARD, Liverpool, Hay Merchant March 1 T J Smith & Son, Liverpool
GIBSON, JOSEPH OSBORNE, Ringhall, Suffolk, Farmer Feb 1 Gudgeons & Co, Stow-
market
GODDARD, THOMAS MCINTOSH, Purley Knoll, Purley Feb 29 Williams & Williams,
Rhyll, N Wales
HAMMOND, SOPHIA, Fakenham, Norfolk Feb 29 Cates, Butcher & Andrews, Fakenham,
Norfolk
HAYGATE, JAMES UNWIN, Southend on Sea Feb 20 Dawes & Sons, Angel ct, Thre-
morton st
HIBBERD, ELIAS, Wedhampton, Ercfost, Wilts, Farmer March 25 F Dams Radcliffe,
Devizes, Wilts
HIGGIN, LAWRENCE, Waverley, Liverpool, Butcher Jan 15 Smith & Son, Liverpool
HOADLEY, ELLIS, Southwick, Sussex Feb 17 Dell & Loader, Brighton
JACOBS, SOLOMON, Gray's inn rd, Holborn, Metal Merchant March 3 Maskell & Nisbet,
John st, Bedford row
LISTER, JOSEPH, Topcliffe, Yorks, Corn Miller Feb 17 Rhodes & Buchanan, Thirsk
OVINGTON, EMILY ELIZABETH, Palatine road, Stoke Newington Feb 29 Hanbury & Co,
New Broad st
OWEN, ELLER, Brynelli Ddu, Llandanulfab, Anglesey Feb 26 Owen, Bangor
PEILE, PRINCIVAL BRIGHURST BAHISOTON, Winchester Feb 21 Walker & Co, Theobald's
rd, Gray's inn
PELLEGRINI, ISABELLA AGNES, Newcastle upon Tyne Feb 21 Radford, Newcastle upon
Tyne
PESOOT, ALFRED, Chivers Coton, Warwick, Labourer Feb 23 Oakley & Son, Nuneaton
ROWE, JACOB, Newcastle upon Tyne, Plumber Feb 22 Mather & Dickinson, Newcastle
upon Tyne
SANDHACH, GILBERT ROBERTSON, Liverpool, Merchant Feb 29 Whiteley & Co, Liverpool
SHARPLES, EMMA, Gt Lever, Bolton Feb 15 Petherton & Co, Bolton
SHAW, JOHN, Bury, Lancs Feb 29 Howarth & Son, Bury
SMITH, JANE ANN, Gravesend Feb 29 F W Martin, Gravesend
STANFORD, WALTER HALSTAD COSTIN, Chemist's inn, Strand, Engineer. Feb 24
Verrall & Son, Worthing
TAYLOR, JANE, Liverpool March 1 Smith & Son, Liverpool
TWELTYSTER, THOMAS, East End gn, Hertingfordbury, Herts Feb 28 E J Skinner, Old
Cavendish st, W
WARD, JAMES, Stowmarket Feb 1 Gudgeons & Co, Stowmarket
WOODHALL, EMMA, Triviale, Tipton, Staffs Feb 17 Shakespeare & Co, Oldbury, nr
Birmingham
YATE, MARY GILBERT, Madeley, Salop Feb 17 Thorn-Pudsey, Iron Bridge, Shropshire

Bankruptcy Notices.

London Gazette.—FRIDAY, JAN. 17.
RECEIVING ORDERS.

ALDER, HENRY, Bournemouth Poole Pet Jan 15 Ord
Jan 15
ARNOLD & Co, H. Manufacturers, Manchester
Pet Dec 31 Ord Jan 13
BIRCH, SYDNEY JOHN, Rochester, Baker Rochester Pet
Jan 14 Ord Jan 14
BLAKY, TOM, Stanningley, Yorks, Wheelwright Bradford
Pet Jan 13 Ord Jan 13
CARBELLON, FREDERICK, Cophall bldg, Stockbroker High
Court Pet Dec 13 Ord Jan 14
CARLESS, HARRY MARTIN, MARTHA CARLESS, and ANNIE
JANE CARLESS, Cambridge, Confectioners Cambridge
Pet Jan 15 Ord Jan 15
CHAMBERS, SAMUEL, Swindon, Builder Swindon Pet
Jan 15 Ord Jan 15
CHRYSTED, HOB R W, Wine Office ct High Court Pet
Nov 15 Ord Jan 14
CHILDS, WALTER HARRY, Plymouth, Licensed Victualler
Plymouth Pet Jan 13 Ord Jan 13
COLMAN, FREDERICK WALTER, Leicester, Butcher Leicester
Pet Jan 15 Ord Jan 15
COX, FREDERICK, Holt, nr Wimborne, Cattle Dealer Poole
Ord Jan 14 Ord Jan 14
COYNE & WHALLEY, Blackburn, Decorators Blackburn
Pet Jan 2 Ord Jan 13
DIXON, THOMAS ROBERT, Seaton Carrow, Durham, Brewer
Sunderland Pet Jan 15 Ord Jan 15
EVANS, JOHN, Old Colwyn, Denbigh, Ironmonger Bangor
Pet Jan 15 Ord Jan 15
FITZMAURICE, HERBERT HARRISON, Kingswood, Glos, Out-
fitter Bristol Pet Jan 15 Ord Jan 15
GRAVES, JANE, Longton, Staffs, Grocer Stoke upon
Trent Pet Jan 18 Ord Jan 13
HUDSON, JOHN ROBERT, Sowerby, nr Thirsk, York, Black-
smith Northallerton Pet Jan 11 Ord Jan 11
LAMOTHE, EUGENIE MARIE JEANNE, Brook st, Grosvenor sq
High Court Pet Jan 15 Ord Jan 15

LAMOTHE, RAYMOND SYLVAIN, Brook st, Grosvenor sq, Chef
High Court Pet Jan 15 Ord Jan 15
MCCLARY, ROBERT, Catehall, Sarnceod, Cornwall, Builder
Truro Pet Jan 13 Ord Jan 13
MANNING, WILLIAM, Catehall, North Bromsgrove, Worcs,
Market Gardener Worcester Pet Jan 13 Ord Jan 13
MORGAN, ARTHUR JAMES, Landridge rd, Fulham High
Court Pet Dec 23 Ord Jan 15
MORTON, ALFRED, Denton, nr Manchester, Estate Agent
Manchester Pet Dec 6 Ord Jan 13
MURRAY, HERBERT, New Cross rd, Baker Greenwich Pet
Dec 21 Ord Jan 14
OSTERMANN, AUGUST, Oakley sq, Hampstead rd, Hair-
dresser High Court Pet Jan 13 Ord Jan 13
PALMER, FRANCIS H, Bedford gds, Kensington High
Court Pet Dec 17 Ord Jan 8
PALMER, WILLIAM HENRY JOHN, Framfield rd, Highbury
High Court Pet Jan 14 Ord Jan 14
POPE, EDWARD VALLE, Somerset st, Portman sq High
Court Pet Jan 14 Ord Jan 14
RADCLIFFE, ARTHUR ERNEST, Northfleet, Kent Rochester
Pet Jan 14 Ord Jan 14
RADCLIFF, W D, and J W RADCLIFF, Holbeck, Leeds,
Clothiers Leeds Pet Dec 23 Ord Jan 13
RIXON, THOMAS LEWIS, Littleworth, nr Farningdon, Berks,
Farming Swindon Pet Jan 15 Ord Jan 15
HANDERSON, LEWIS, Thurston, Yorks, Grocer Sheffield
Pet Jan 14 Ord Jan 14
SCHOFIELD, GEORGE HOWARTH, Hanging Henton, nr Dew-
bury, Fish Dealer Dewsbury Pet Jan 11 Ord Jan 11
SHEPHERD, EDGAR JOHN, Bilton, Glos, Farmer Bristol Pet
Jan 14 Ord Jan 14
SHEPHERD, WILLIAM HENRY, Old Bailey, Producer of
Printed Fabrics High Court Pet Jan 15 Ord Jan 15
SHELLING, EDWARD, Newport, Mon, Carriage Builder
Newport, Mon Pet Jan 15 Ord Jan 15
SUTTON-MATTHEW, HENRY JOHN, Gt Plummers, nr Luton
Luton Pet Jan 14 Ord Jan 14
SWANE, AUGUSTUS JAMES, Edmonson, Licensed Victualler
Edmonson Pet Dec 2 Ord Jan 13
WAINMAN, WALTER, Leeds, Tailor Leeds Pet Dec 30
Ord Jan 14
WARD, WILLIAM, Wolverhampton, Coach Builder Wolver-
hampton Pet Jan 13 Ord Jan 13

WATLING, HARRY SIMON, Norwich, Builder Norwich Pe
Jan 14 Ord Jan 14
WEIL, MICHAEL SIMON, Lynmouth rd, Stamford Hill,
Diamond Merchant High Court Pet Jan 13 Ord
Jan 13
WILLIAMS, THOMAS, Colwyn Bay, Denbigh, Builder Bangor
Pet Nov 27 Ord Jan 14
Amended notice substituted for that published in the
London Gazette of Jan 7:

GRAY, ETHEL, Bournemouth, Nurse Plymouth Pet Dec 6
Ord Jan 3
Amended notice substituted for that published in the
London Gazette of Jan 14:

PENDLETON, GEORGE EDMUND, Manchester, Plumber Man-
chester Pet Oct 30 Ord Jan 10

FIRST MEETINGS.

ACKLAND, SAMUEL, Gladhayes, Claydon, Devon, Dairy
man Jan 25 at 12.30 10, Hammet st, Taunton
BIRCH, SYDNEY JOHN, Rochester, Baker Jan 27 at 12.30
115, High st, Rochester
BLAKY, TOM, Moorlaide, Adwalton, Yorks, Wheelwright
Jan 27 at 11 Off Rec, 29, Manor row, Bradford
BURKE, ANNIE, Seaford, Laics, Draper Jan 28 at 11 Off
Rec, 35, Victoria st, Liverpool
CLARKE, FREDERICK CHARLES, Laindon, Essex, Builder
Jan 27 at 11 14, Bedford row
COLE, THOMAS, Pegwell Bay, Ramsgate, Licensed Victualler
Jan 25 at 11 Off Rec, 68a, Castle st, Canterbury
CONDON, WILLIAM, Callington, Cornwall, Baker Jan 30 at
11 7, Buckland terr, Plymouth
COVENTRY, HON THOMAS GEORGE, Severn Stoke, Worcester,
Army Officer Jan 25 at 12 Off Rec, 11, Copenhagen
st, Worcester
DARE, WILLIAM, and JANE CLARKE, Swindon, China Dealers
Jan 27 at 3 Off Rec, 28, Regent circus, Swindon
FORNETH, WILLIAM ROBERT JOHN, Folkestone, Fancy Goods
Dealer Jan 25 at 10.30 Off Rec, 68a, Castle st, Canter-
bury
GRAY, ETHEL, Bournemouth, Nurse Jan 27 at 3 Gerston
Hotel, Pailgton

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.
ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

330 Appeals to Quarter sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

HAINES, NOEL ALFRED MITTON, Frogmore, nr St Albans, Stockjobber Jan 25 at 11 Bankruptcy bldg, Carey st.

HAYWOOD, CHARLES THOMAS TAYLOR, Fulwood, nr Preston, Lancs, Baker Jan 25 at 11 Off Rec, 14, Chapel st, Preston.

HORY, GEORGE EDWIN, HM Prison, Wakefield Jan 27 at 10.30 Off Rec, 7, Regent st, Banbury.

HUDSON, JOHN ROBERT, Sowerby, nr Thirsk, Yorks, Blacksmith Jan 25 at 11 Off Rec, 8, Albert rd, Middlebrough.

JENKIN, THOMAS WILLIAM, Aliscott, Wrockswardine, Salop, Farmer Jan 25 at 11.30 Off Rec, 22, Swan hill, Shrewsbury.

KING, DAVID WILLIAM, Birmingham, Grocer Jan 20 at 11.30 191, Corporation st, Birmingham.

KING, ROBERT, South Cove, nr Wrentham, Suffolk, Dealer Jan 25 at 11 Off Rec, 8, King st, Norwich.

LAWCASTER, GEORGE, Kirkstall, Yorks, Builder Jan 25 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull.

MANHUGH, WILLIAM, Catshill, North Bromsgrove, Worcs, Market Gardener Jan 27 at 11.30 Off Rec, 11, Copenhagen st, Worcester.

MAT, JOSEPH, Morley, Yorks Jan 27 at 11 Bank chmbrs, Corporation st, Dewsbury.

MURRAY, HENRY, New Cross rd, Baker Jan 27 at 12 133, York rd, Westminster Bridge.

OSTERMAN, AUGUST, Oakley sq, Hampstead rd, Hairdresser Jan 27 at 12 Bankruptcy bldg, Carey st.

OXTON, THOMAS SIDNEY, Egremont, Chester, Furniture Dealer Jan 27 at 2.30 Off Rec, 25, Victoria st, Liverpool.

PALMER, WILLIAM HENRY JOHN, Framfield rd, Highbury Jan 27 at 1 Bankruptcy bldg, Carey st.

POPE, EDWARD VALLS, Somerset st, Portman sq Jan 29 at 12 Bankruptcy bldg, Carey st.

RATOLIFF, W D, and J W RATOLIFF, Holbeck, Leeds, Clothiers Jan 29 at 11 Off Rec, 24, Bond st, Leeds.

RODDER, DAVID, Darlington, Draper Jan 25 at 11 Off Rec, 8, Albert rd, Middlebrough.

ROO, ARTHUR, Hartgate, Assistant Waterworks Engineer Jan 27 at 12.30 Off Rec, The Red House, Duncombe pl, York.

RUSSELL, ARTHUR, Wilbarston, Northampton, Baker Jan 27 at 12 Off Rec, 1, Berridge st, Leicester.

STROLYZ, JOHN, Keswick, Cumberland, Fruiterer Jan 27 at 4 Court house, Cockermouth.

STRANHAN, HERBERT EDOLAND, Whiston, Blackburn, Coal Merchant Jan 25 at 11.15 Off Rec, 14, Chapel st, Preston.

SIMP, FRANCIS ALICE, Aston Manor, Fancy Goods Dealer Jan 29 at 12.30 191, Corporation st, Birmingham.

VOGL, FREDERICK, Nottingham, Photo Engraver Jan 25 at 11 Off Rec, 47, Full st, Derby.

WALMSLEY, DAVID, jun, Little Coates, nr Grimsby, Joiner Jan 25 at 11 Off Rec, 8, Mary's chambers, Gt Grimsby.

WELLS, MICHAEL SIMON, Lynnwood rd, Stamford hill, Diamond Merchant Jan 27 at 11 Bankruptcy bldg, Carey st.

ADJUDICATIONS.

ALDER, HENRY, Bournemouth Poole Pet Jan 15 Ord Jan 15.

BROOK, SYDNEY JOHN, Rochester, Baker Rochester Pet Jan 14 Ord Jan 14.

BLAKLEY, TOM, Adwalton, Yorks, Wheelwright Bradford Pet Jan 13 Ord Jan 13.

CARELESS, HARRY MARTIN, MANTHA CARELESS, and ANNIE JANE CARELESS, Cambridge, Confectioners Cambridge Pet Jan 15 Ord Jan 15.

CHAMBERS, SAMUEL, Swindon, Builder Swindon Pet Jan 16 Ord Jan 16.

CLARK, LIONEL GEORGE, Castle av, Highams Park, Commercial Traveller High Court Pet Dec 18 Ord Jan 14.

COLMAN, FREDERICK WALTER, Leicester, Butcher Leicester Pet Jan 15 Ord Jan 15.

COX, FREDERICK, Blessing Farm, Holt, nr Wimborne, Dorset, Cattle Dealer Poole Pet Jan 14 Ord Jan 14.

CHILDS, WALTER HARRY, Plymouth, Licensed Victualler Plymouth Pet Jan 13 Ord Jan 13.

EVANS, JOHN, Old Colerly, Danbig, Ironmonger Bangor Pet Jan 15 Ord Jan 15.

FALCKE, MONTAGU ARTHUR, Gt Portland st High Court Pet Dec 20 Ord Jan 13.

FITZMAURICE, HERBERT HARRISON, Kingwood, Glos, Out-fitter Bristol Pet Jan 15 Ord Jan 15.

GRAY, ETHEL, Bournemouth, Nurse Plymouth Pet Dec 6 Ord Jan 14.

GRAVES, JAMES, Longton, Staffs, Grocer Stoke upon Trent Pet Jan 13 Ord Jan 13.

GRICE, THOMAS WILLIAM, Splinters End, Cradley Heath, Chain Manufacturer Dudley Pet Nov 30 O.d Jan 14.

HUDSON, JOHN ROBERT, Sowerby, nr Thirsk, Yorks, Blacksmith Northallerton Pet Jan 11 Ord Jan 11.

LAMOTHE, EUGENIE MARIE JEANNE, Brook st, Grosvenor sq High Court Pet Jan 15 Ord Jan 15.

LAMOTHE, RAYMOND SYLVAIN, Brook st, Grosvenor sq, Chief High Court Pet Jan 15 Ord Jan 15.

LEE, JOHN, and FRANCIS WILLIAM MILLMAN, Plymouth, Practical Engineers Plymouth Pet Dec 5 Ord Jan 14.

MCCARTY, ROBERT, Catshill, Sandreed, Cornwall, Builder Truro Pet Jan 13 Ord Jan 13.

MARSH, WILLIAM, Catshill, North Bromsgrove, Worcs, Market Gardener Worcester Pet Jan 13 Ord Jan 13.

MONTGOMERY, ISOBATHUS D, Kensington gardens sq, Lieutenant High Court Pet Nov 8 O.d Jan 11.

OSTERMAN, AUGUST, Oakley sq, Hampstead rd, Hairdresser High Court Pet Jan 13 Ord Jan 13.

PALMER, WILLIAM HENRY JOHN, Framfield rd, Highbury High Court Pet Jan 14 Ord Jan 14.

RADCLIFFE, ARTHUR ERNEST, Northfleet, Kent Rochester Pet Jan 14 Ord Jan 14.

RIXON, THOMAS LEWIS, Littleworth, nr Faringdon, Farmer Swindon Pet Jan 15 Ord Jan 15.

SANDERSON, LEWIS, Thurtrope, Yorks, Grocer Sheffield Pet Jan 14 Ord Jan 14.

SCHIFF, SYDNEY, Histon rd, South Bermondsey, Tobacco Dealer High Court Pet Dec 2 Ord Jan 13.

SCHOFIELD, GEORGE HOWARTH, Hanging Heaton, nr Dewsbury, Fish Dealer Dewsbury Pet Jan 11 Ord Jan 11.

SHEPPARD, WILLIAM HENRY, Old Bailey, Producer of Printed Fabrics High Court Pet Jan 15 Ord Jan 15.

SMITH, DANIEL, Wolverhampton, Engineer Wolverhampton Pet Nov 21 Ord Jan 14.

SMELLING, EDWARD, Newport, Mon, Carriage Builder Newport, Mon Pet Jan 15 Ord Jan 15.

SUTTON-MATTHEW, HENRY JOHN, Gt Plummers, nr Luton Luton Pet Jan 14 Ord Jan 14.

WARD, WILLIAM, Wolverhampton, Coachbuilder Wolverhampton Pet Jan 13 Ord Jan 13.

WATLING, HARRY SIMON, Norwich, Builder Norwich Pet Jan 14 Ord Jan 14.

London Gazette.—Tuesday, Jan. 21.

RECEIVING ORDERS.

BAILEY, THOMAS, Eastbourne, Tanner Tunbridge Wells Pet Dec 7 Ord Jan 16.

BOURELET, LOUIS HENRY and BOURELET, FREDERICK FRANCIS, Nansau st, Middlesex Hospital, Fine Art Agents High Court Pet Jan 18 Ord Jan 18.

BROWNEBRIDGE, ROBERT, Leeds, Potato Merchant Leeds Pet Jan 17 Ord Jan 17.

BURROWS, DAVID, Litcham, Norfolk, Plumber Norwich Pet Jan 18 Ord Jan 18.

BURTON, W ROY, Barcombe av, Streatham Wandsworth Pet Nov 26 Ord Jan 16.

CLARK, HENRY, Eastney, Portsmouth, Builder Portsmouth Pet Jan 17 Ord Jan 17.

DAVIS, ELIJAH, Sheffield, Hay and Straw Dealer Sheffield Pet Dec 17 Ord Jan 17.

DEW, ROBERT, Newcastle on Tyne, Carving Contractor Newcastle on Tyne Pet Jan 16 Ord Jan 16.

DICKINSON, MARGARET CLODE, Bournemouth Poole Pet Jan 17 Ord Jan 17.

DITCHFIELD, GEORGE, Withington, Lancs, Plumber Manchester Pet Jan 17 Ord Jan 17.

DRAUTIE, JOHN, Liverpool, Tailor Liverpool Pet Dec 31 Ord Jan 16.

FROST, GEORGE, HORTON, Junr, Boston, Lincs, Insurance Collector Boston Pet Jan 17 Ord Jan 17.

HARDCASTLE, WILLIAM, Worship st, Financial Agent High Court Pet Dec 4 Jan 17.

HILL, JESSE, Epsom Downs, Surrey, Licensed Victualler High Court Pet Dec 30 Ord Jan 17.

HIRST, WHYTEY, Oldham, Lancs, Stripper Oldham Pet Jan 16 Ord Jan 16.

JOHNS, HORACE, Northampton, Builder Northampton Pet Dec 21 Ord Jan 18.

LEDER, JOHN HENRY, Essex rd, Mechanical Engineer High Court Pet Jan 16 Ord Jan 16.

LEONARD, ELIAS, Soham, Cambs, Carpenter Cambridge Pet Jan 18 Ord Jan 18.

LLEWELYN, EVAN, and LLEWELYN LLEWELYN, Pontypridd, Painters Pontypridd Pet Jan 17 Ord Jan 17.

MILES, AUGUSTUS FREDERICK, John st, Bedford row, Solicitor High Court Pet Sept 4 Ord Jan 18.

PEACOCK, ALICE, Leighton Buzzard, Confectioner Luton Pet Jan 3 Ord Jan 16.

PETHER, WILLIAM ROBERT, Fernies rd, Balham, Consulting Engineer Wandsworth Pet Dec 17 Ord Jan 16.

PORTER, FREDERICK ROBERT, High st, Stoke Newington, Grocer High Court Pet Jan 15 Ord Jan 15.

PUNTER, WILLIAM EDWARD, Luton, Straw Hat Manufacturer Luton Pet Jan 15 Ord Jan 15.

RYEY, GEORGE, Causton, Norfolk, Baker Norwich Pet Jan 13 Ord Jan 13.

RIPLEY, CHRISTOPHER, Leeds, Fruiterer Leeds Pet Jan 13 Ord Jan 13.

SEAL, MARTIN, Monsterrat rd, Putney Wandsworth Pet Sept 6 Ord Jan 16.

STERLIS, JAMES WILLIAM, Leeds, Commercial Traveller Leeds Pet Jan 17 Ord Jan 17.

THOMAS, GEORGE HENRY, Southend on Sea, Builder Chelmsford Pet Oct 26 Ord Jan 15.

TOWERS, HARRY, and JOHN ALFRED TOWERS, Barley in Wharfedale, Yorks, Plumbers Leeds Pet Jan 17 Ord Jan 17.

VARLEY, JOE STEPHEN, and SYDNEY SMITH, Leeds, Clothiers Leeds Pet Jan 17 Ord Jan 17.

WARREN, HERBERT STRELLING, Lowestoft, Tobaccoist Gt Yarmouth Pet Jan 17 Ord Jan 17.

WATKINS, THOMAS, Duri, Glam, Timberman Merthyr Tydfil Pet Jan 16 Ord Jan 16.

WOOD, GEORGE B, London Central Markets, Farringdon st, Meat Salesman High Court Pet Oct 30 Ord Jan 16.

Amended notice substituted for that published in the London Gazette of Dec 3:

MACLENN BROTHERS, Liverpool, Commission Agents Liverpool Pet Nov 15 Ord Nov 25.

Amended notice substituted for that published in the London Gazette of Jan 17:

WELLS, THOMAS, Heaton Norris, Stockport, Manufacturer Manchester Pet Dec 31 Ord Jan 13.

FIRST MEETINGS.

ALDER, HENRY, Bournemouth Jan 30 at 3 Messrs Curtis & Son, 156, Old Christchurch rd, Bournemouth.

ALLOTT, EDWARD WILSON, Oakley, nr Dalton in Furness, Poultry Farmer Jan 29 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness.

BOURELET, LOUIS HENRY, and FREDERICK FRANCIS BOURELET, Nansau st, Middlesex Hospital, Picture Frame Makers Jan 30 at 2.30 Bankruptcy bldg, Carey st.

BROWNEBRIDGE, ROBERT, Leeds, Potato Merchant Jan 30 at 11.30 Off Rec, 24, Bond st, Leeds.

BURROWS, DAVID, Litcham, Norfolk, Plumber Jan 30 at 12 Off Rec, 8, King st, Norwich.

BURTON, W ROY, Barcombe av, Streatham Jan 31 at 11.30 183, York rd, Westminster Bridge.

CHANCELLOR, FREDERICK, Cophall bldg, Stockbroker Jan 30 at 11 Bankruptcy bldg, Carey st.

CHAMBERS, SAMUEL, Swindon, Builder Jan 31 at 3.30 Off Rec, 38, Regent circus, Swindon.

CHERTWELL, HON R W, Wise Office of Jan 30 at 1 Bankruptcy bldg, Carey st.

CHILDS, WALTER HARRY, Plymouth, Licensed Victualler Jan 29 at 12 7, Buckland ter, Plymouth.

CLARK, HENRY, Eastney, Portsmouth, Builder Jan 29 at 8 Off Rec, Cambridge junc, High st, Portsmouth.

COLMAN, FREDERICK WALTER, Leicester, Butcher Jan 29 at 12.30 Off Rec, 1, Berridge st, Leicester.

COR, FREDERICK, Halk, nr Wimborne, Dorset, Cattle Dealer Jan 30 at 3 Messrs Curtis & Son, 156 Old Christchurch rd, Bournemouth.

DAVIES, ALFRED, Chester, Jeweller Jan 31 at 12 Crypt chmbrs, Eastgate row, Chester.

DICKINSON, MARGARET CLODE Jan 30 at 8.30 Messrs Curtis & Son, 156, Old Christchurch rd, Bournemouth.

FITZMAURICE, HERBERT HARRISON, Kingwood, Glos, Out-fitter Bristol Jan 29 at 11.45 Off Rec in Bankruptcy, 26, Baldwin st, Bristol.

FRETWELL, WILLIAM, Miffield, Yorks, Nurseryman Jan 31 at 11 Bank chmbrs, Corporation st, Dewsbury.

GRAVES, JAMES, Longton, Staffs, Grocer Jan 29 at 9 Off Rec, King st, Newcastle, Staffs.

HARDCASTLE, WILLIAM, Worship st, Financial Agent Jan 31 at 3.30 Bankruptcy bldg, Carey st.

HILL, JESSE, Epsom Downs, Surrey, Licensed Victualler Feb 3 at 11 Bankruptcy bldg, Carey st.

HOARE, JAMES, SWANSEA, Plumber Jan 30 at 12 Off Rec, 31, Alexandra rd, Swansea.

LAMOTHE, EUGENIE MARIE JEANNE, Brook st, Grosvenor sq Jan 31 at 12 Bankruptcy bldg, Carey st.

LAMOTHE, RAYMOND SYLVAIN, Brook st, Grosvenor sq Jan 31 at 12.30 Bankruptcy bldg, Carey st.

LADON, ALFRED, Broadworthy, Devon, Saddler Jan 29 at 8.15 94, High st, Barnstaple.

LEDER, JOHN HENRY, Essex rd, Mechanical Engineer Jan 29 at 2.30 Bankruptcy bldg, Carey st.

LLEWELYN, EVAN, and LLEWELYN LLEWELYN, Hopkins-town, Pontypridd, Painters Pontypridd Jan 31 at 10.30 Post Office chmbrs, Pontypridd.

MCCARTY, ROBERT, Catshill, Sandreed, Cornwall, Builder Jan 30 at 12 Off Rec, Bowmans st, Truro.

MILES, AUGUSTUS FREDERICK, John st, Bedford row, Solicitor Jan 29 at 11 Bankruptcy bldg, Carey st.

MILES, ARTHUR JOHN, Cheriton, Kent, Char-a-banc Driver Jan 29 at 10.30 Off Rec, 68A, Castle st, Canterbury.

MOODY, JAMES EDWARD, Gt Grimsby, Painter Jan 29 at 11 Off Rec, 8, Mary's chambers, Gt Grimsby.

MORGAN, ARTHUR JAMES, Ladbroke rd, Fulham Jan 31 at 11 Bankruptcy bldg, Carey st.

MORRIS, ALFRED, Denton, nr Manchester, Estate Agent Jan 29 at 3 Off Rec, Byron st, Manchester.

PETHER, WILLIAM ROBERT, Fernies rd, Balham, Consulting Engineer Jan 30 at 12 183, York rd, Westminster Bridge.

POLL, GUINETTE, Barrow in Furness, Confectioner Jan 29 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness.

PORTER, FREDERICK ROBERT, High st, Stoke Newington, Grocer Jan 29 at 11 Bankruptcy bldg, Carey st.

RADCLIFFE, ARTHUR ERNEST, Northfleet, Kent Feb 3 at 12.15 115, High st, Rochester.

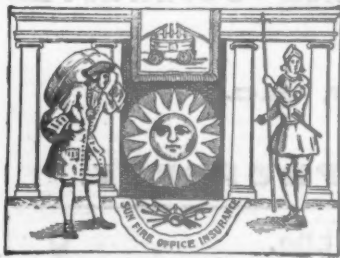
REIVE, GEORGE, Causton, Norfolk, Baker Jan 29 at 12.15 Off Rec, 8, King st, Norwich.

RIPLEY, CHRISTOPHER, Leeds Jan 30 at 11 Off Rec, 24, Bond st, Leeds.

RIXON, THOMAS LEWIS, Littleworth, nr Faringdon, Berks, Farmer Jan 31 at 5 Off Rec, 38, Regent circus, Swindon.

ROOBER, ERNEST ARTHUR, Leicester, Picture Frame Maker Jan 30 at 11 Off Rec, 4, Castle pl, Park st, Nottingham.

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WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY, including ACCIDENTS TO DOMESTIC SERVANTS.

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

FUNDS IN HAND

£2,545,328.

MANDESON, LEWIS, THURSDAY, Yorks, Grocer Jan 30 at 12
 Off Rec, Fittree in, Sheffield
 RAYAGE, JOSEPH EDWARD, St. Helens, Lancs, Glass Dealer
 Jan 29 at 11 Off Rec, 35, Victoria st, Liverpool
 SCHOFFIELD, GEORGE HOWARTH, Hanging Heaton, nr Dew-
 bury, Green-grocer Jan 31 at 12 Bank chambers,
 Corporation st, Dewsbury
 SEAL, MARTIN, Montserrat rd, Patney Jan 30 at 11.30
 123, York rd, Westminster Bridge
 SHREVE, EDGAR JOHN, Golden Valley, Bilton, Glos,
 Farmer Jan 29 at 11.30 Off Rec, 30, Baldwin st,
 Bristol
 SHEPHERD, WILLIAM HENRY, Old Bailey, Producer of
 Printed Fabrics Jan 25 at 11 Bankruptcy bldg,
 Carey st
 SMITH, ROBERT, Sheffield, Cabinet Case Maker Jan 30
 at 11.30 Off Rec, Fittree in, Sheffield
 STEELE, JAMES WILLIAM, Leeds, Commercial Traveller
 Jan 31 at 11 Off Rec, 24, Bond st, Leeds
 TOWERS, HARRY, and JOHN ALFRED TOWERS, Burley in
 Wharfedale, Yorks, Plumbers Jan 30 at 12 Off Rec,
 24, Bond st, Leeds
 VABLEY, JOE STEPHEN, and SYDNEY SMITH, Leeds, Clothiers
 Jan 31 at 12 Off Rec, 24, Bond st, Leeds
 WATKINS, WALTER, Leeds, Tailor Jan 29 at 12 Off Rec,
 24, Bond st, Leeds
 WARD, WILLIAM, Wolverhampton, Coach Builder Jan 31
 at 11 Off Rec, Wolverhampton
 WARNER, HERBERT SHILLING, Lowestoft, Tobacconist Jan
 29 at 8.30 Off Rec, 8, King st, Norwich
 WATLING, HARRY BROWN, Sprowston, Norfolk, Builder
 Jan 29 at 12.30 Off Rec, 8, King st, Norwich
 WESTWOOD, WILLIAM, Cannock, Staffs, Grocer Jan 31 at
 11.30 Off Rec, Wolverhampton
 WINTER, WILLIAM, Wellen rd, Chiswick, Commission
 Agent Jan 30 at 2 Ship Hovel, Market pl, Wimbich
 WOOD, GEORGE B, London Central Markets, Farringdon st,
 Meat Salesman Jan 30 at 12 Bankruptcy bldg,
 Carey st

ADJUDICATIONS.

BERRY, GEORGE HUTCHINGS, Hornham, Tailor Brighton
 Pet Dec 6 Ord Jan 16
 BROWNEBRIDGE, ROBERT, Leeds, Potato Merchant Leeds
 Pet Jan 17 Ord Jan 17
 BROWN, H. V. Southsea, Hants, Tailor Portsmouth Pet
 Dec 2 Ord Jan 16
 BURNOWS, DAVID, Litcham, Norfolk, Plumber Norwich
 Pet Jan 2 Ord Jan 18
 BUSTON, JAMES KIRKLEY, Selby, Yorks, Solicitor York
 Pet Jan 2 Ord Jan 18
 CLARK, HENRY, Eastney, Portsmouth, Builder Portsmouth
 Pet Jan 17 Ord Jan 17
 CLARK, FREDERICK CHARLES, Laindon, Essex, Builder
 Chelmsford Pet Dec 11 Ord Jan 15
 COY, PETER, and JOHN THOMAS WHALLEY, Blackburn,
 Decorators Blackburn Pet Jan 2 Ord Jan 17
 DOTT, ROBERT, Newcastle on Tyne, Carting Contractor
 Newcastle on Tyne Pet Jan 18 Ord Jan 18
 DICKINSON, MARGARET CLUDE, Bournemouth Poole Pet
 Jan 17 Ord Jan 17
 DITCHFIELD, GEORGE, Withington, Plumber Manchester
 Pet Jan 17 Ord Jan 17
 DRAMUTH, JOHN, Liverpool, Tailor Liverpool Pet Dec 31
 Ord Jan 17
 FRONT, GEORGE HORTON, Jun, Boston, Lines, Insurance Col-
 lector Boston Pet Jan 17 Ord Jan 17
 HALL, HERBERT GEORGE, Worthing, Builder Brighton
 Pet Dec 30 Ord Jan 17
 HIBT, WYTHEBT, Oldham, Grinder Oldham Pet Jan 16
 Ord Jan 16
 LESER, JOHN HENRY, Essex rd, Mechanical Engineer High
 Court Pet Jan 16 Ord Jan 16
 LARWELLY, EVAR, and LILWELLY LILWELLY, Pontypridd,
 Painters Pontypridd Pet Jan 17 Ord Jan 17
 MARSHALL, WILLIAM, Plumstead, Electric Cable Joiner
 Greenwich Pet Jan 9 Ord Jan 17
 POPE, EDWARD VALL, Somerset st, Portman sq High
 Court Pet Jan 14 Ord Jan 18
 PORTER, FREDERICK ROBERT, High st, Stoke Newington,
 Grocer High Court Pet Jan 15 Ord Jan 15
 PUSTER, WILLIAM EDWARD, Luton, Straw Hat Manufac-
 turer Luton Pet Jan 18 Ord Jan 18
 REEVE, GEORGE, Canton, Norfolk, Baker Norwich Pet
 Jan 18 Ord Jan 18
 RIPLEY, CHRISTOPHER, Leeds Leeds Pet Jan 15 Ord
 Jan 15
 ROBERT, DAVID, Darlington, Draper Stockton on Tees
 Pet Dec 13 Ord Jan 16
 ROSEBY, WALTER, Dulwich Wood pk, Dulwich, Surrey,
 Ship Brokers High Court Pet Jan 8 Ord Jan 18
 SCHRODER, HENRY SHULHAM, London wall High Court
 Pet April 3 Ord Jan 18
 STEELE, JAMES WILLIAM, Leeds, Commercial Traveller
 Leeds Pet Jan 17 Ord Jan 17
 TOWERS, HARRY, and JOHN ALFRED TOWERS, Burley in
 Wharfedale, Yorks, Plumbers Leeds Pet Jan 17
 Ord Jan 17
 TREVER, PERCY, Dyceath, nr Rhyll, Flint, Coal Merchant
 Hanley Pet Dec 6 Ord Jan 18
 VABLEY, JOE STEPHEN, and SYDNEY SMITH, Leeds, Clothiers
 Leeds Pet Jan 17 Ord Jan 17
 WATKINS, WALTER, Leeds, Tailor Leeds Pet Dec 30
 Ord Jan 18
 WALKER, WALTER CHARLES, and ROSEALD EDWARD
 CURRING, Gracechurch st, Manufacturers' Agents
 High Court Pet Nov 25 Ord Jan 10
 WARNER, HERBERT SHILLING, Lowestoft, Tobacconist Gt
 Yarmouth Pet Jan 17 Ord Jan 17
 WATKINS, THOMAS, Dert, Glan, Timberman Merthyr
 Tydfil Pet Jan 16 Ord Jan 16
 WELLS, MICHAEL SIMON, Lynwood hill, Stamford hill,
 Diamond Merchant High Court Pet Jan 1 Ord Jan 17
 WELLS, THOMAS, Manchester, Manufacturer Manchester
 Pet Dec 31 Ord Jan 17
 WILKINS, SAMUEL, Twickenham, Tailor Brentford Pet
 Nov 11 Ord Jan 10
 WILLIAMS, THOMAS, Colwyn Bay, Denbigh, Builder Bangor
 Feb Nov 27 Ord Jan 17
 WOOD, SIR MATTHEW, Princes gate, Kensington High
 Court Pet July 4 Ord Jan 10

1908 PLEASURE CRUISES TO SUNNY LANDS

PORTUGAL.
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 BALEARIC ISLANDS.
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SS. "ORIENT"

5,488 tons; 7,500 horse power.
 31st January to 10th February.
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 Reversions and Life Interests in Landed or Funded Pro-
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 LOANS granted thereon.
 Interest on Loans may be Capitalised.
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£200,000 WANTED for Financing
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360 First Mortgage 6 per Cent. Debentures
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 Company doing a substantial business and paying a good
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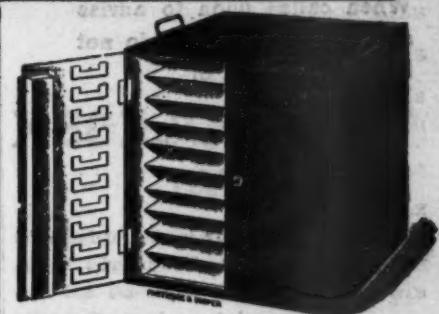
KERR & LANHAM, 18, Farnival-street, Holborn, E.C.

J. C. WHITHAM, Solicitors' AUDITOR
 and COSTSMAN.—56, Welldown-mount, Leeds.

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